GREATER ORLANDO
AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

23- 405-IFB

PARKING GARAGE JANITORIAL MAINTENANCE

Contract Term: November 1, 2023 to October 31, 2029

Contractor : Florida Cleaning Systems, Inc.

Department : Facilities Department

5.1. Contract

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing Data Center HVAC Preventative Maintenance and Repairs to, performing its obligations under **Purchasing 23-405-IFB PARKING GARAGE JANITORIAL MAINTENANCE** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Solicitation, each of which are incorporated herein by this reference.

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

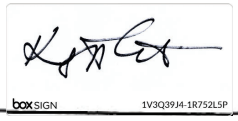
An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

By: 

Title: Kevin J. Thibault

Date: Nov 27, 2023

FLORIDA CLEANING SYSTEMS, INC.

By: 

Title: Chief Executive Officer

Date: 11/10/2023

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
boxSIGN 1R68P9LP-1R752L5P

Date: Nov 21, 2023

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 1: North Terminal Parking Garage A, R-1	460,194	$354.25	365	$129,301.25
Sheet 2: North Terminal Parking Garage B, R-1	465,045	$354.25	365	$129,301.25
Sheet 3: North Terminal Parking Garage A, R-2	434,487	$335.60	365	$122,494.00
Sheet 4: North Terminal Parking Garage B, R-2	434,050	$335.60	365	$122,494.00
Sheet 5: North Terminal Parking Garage A, P-1	435,090	$401.16	365	$146,423.40
Sheet 6: North Terminal Parking Garage B, P-1	434,712	$401.11	365	$146,405.15
Sheet 7: North Terminal Parking Garage A, P-2	435,090	$401.16	365	$146,423.40
Sheet 8: North Terminal Parking Garage B, P-2	434,712	$401.11	365	$146,405.15
Sheet 9: North Terminal Parking Garage A, P-3	442,373	$408.47	365	$149,091.55
Sheet 10: North Terminal Parking Garage B, P-3	439,956	$401.90	365	$146,693.50
Sheet 11: North Terminal Parking Garage A, P-4	169,814	$156.10	365	$56,976.50
Sheet 12: North Terminal Parking Garage B, P-4	169,790	$156.09	365	$56,972.85
Sheet 13: North Terminal Top Parking, LV 4	140,957	$126.89	365	$46,314.85
Sheet 14: North Terminal Top Parking, LV 5	135,245	$119.81	365	$43,730.65
Sheet 15: North Terminal Top Parking, LV 6	135,347	$119.83	365	$43,737.95
Sheet 16: North Terminal Top Parking, LV 7	126,789	$112.32	365	$40,996.80
Sheet 17: North Terminal Top Parking, LV 8	126,845	$112.33	365	$41,000.45
Sheet 18: North Terminal Top Parking, LV 9	118,401	$104.85	365	$38,270.25
Sheet 19: North Terminal Top Parking, LV 10	117,775	$104.75	365	$38,233.75
Sheet 20: North Terminal Top Parking, LV 11	128,268	$112.55	365	$41,080.75
Sheet 21: North Terminal Top Parking, LV 4 Cross-over Bridges	12,672	$32.98	365	$12,037.70
Sheet 22: Taxi Bus Hold Faciity (Trash Collection 1 x per shift)	15	$24.85	365	$9,070.25
Sheet 23: A & B Commercial Road, B Side Surface Parking & CVPA, A & B Extension Lots	523,110	$372.89	365	$136,104.85
Sheet 24: North Cell Lot (Trash Collection 1 x per shift)	32	$37.28	365	$13,607.20
Sheet 25: South Terminal Parking Garage C, R-1	235,472	$174.01	365	$63,513.65
Sheet 26: South Terminal Parking Garage C, R-2	225,263	$167.80	365	$61,247.00
Sheet 27: South Terminal Parking Garage C, P-1	283,871	$254.08	365	$92,739.20
Sheet 28: South Terminal Parking Garage C, P-2	265,807	$238.93	365	$87,209.45
Sheet 29: South Terminal Parking Garage C, P-3	225,648	$201.80	365	$73,657.00
Sheet 30: South Terminal Parking Garage C, P-4	191,862	$178.06	365	$64,991.90
Sheet 31: Garage C Level 7 Mech/Penthouse: (Clean 1x per quarter)	3,296	$24.85	365	$9,070.25
Sheet 32 & 32A: South Complex Toll Plaza:	67,640	$43.50	365	$15,877.50
Sheet 33: South Cell Lot: **(Trash Collection 1 x per shift)**	8	$21.75	365	$7,938.75
Sheet 34: B-52 Park: **(Trash Collection 1 x per shift)**	10	$21.75	365	$7,938.75
Sheet 35: NPP (Blue Lot) **(Trash Collection 1 x per shift)**	35	$37.28	365	$13,607.20
Sheet 36: WPP (Gold Lot): **(Trash Collection 1 x per shift)**	20	$18.64	365	$6,803.60
Sheet 37: EPL (Employee Lot): **(Trash Collection 1 x per shift)**	35	$37.28	365	$13,607.20

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 38: SPP (Red Lot): **(Trash Collection 1 x per shift)**	35	$37.28	365	$13,607.20
Sheet 39: South Employee Lot: **(Trash Collection 1 x per shift)**	3	$18.64	365	$6,803.60
			Total Year 1	$2,541,779.70

		Hourly Rate	Est. No. Hours	
Additional Services Per Hour		$24.75	200	$4,950.00
Rental Equipment (at Contractor's Cost)				$3,500.00
			Total of Additional Services	$8,450.00
			Total Year 1	$2,550,229.70

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 1: North Terminal Parking Garage A, R-1	460,194	$359.08	365	$131,064.20
Sheet 2: North Terminal Parking Garage B, R-1	465,045	$359.08	365	$131,064.20
Sheet 3: North Terminal Parking Garage A, R-2	434,487	$340.18	365	$124,165.70
Sheet 4: North Terminal Parking Garage B, R-2	434,050	$340.18	365	$124,165.70
Sheet 5: North Terminal Parking Garage A, P-1	435,090	$405.74	365	$148,095.10
Sheet 6: North Terminal Parking Garage B, P-1	434,712	$405.69	365	$148,076.85
Sheet 7: North Terminal Parking Garage A, P-2	435,090	$405.74	365	$148,095.10
Sheet 8: North Terminal Parking Garage B, P-2	434,712	$405.69	365	$148,076.85
Sheet 9: North Terminal Parking Garage A, P-3	442,373	$413.14	365	$150,796.10
Sheet 10: North Terminal Parking Garage B, P-3	439,956	$406.48	365	$148,365.20
Sheet 11: North Terminal Parking Garage A, P-4	169,814	$157.88	365	$57,626.20
Sheet 12: North Terminal Parking Garage B, P-4	169,790	$157.88	365	$57,626.20
Sheet 13: North Terminal Top Parking, LV 4	140,957	$128.33	365	$46,840.45
Sheet 14: North Terminal Top Parking, LV 5	135,245	$121.17	365	$44,227.05
Sheet 15: North Terminal Top Parking, LV 6	135,347	$121.19	365	$44,234.35
Sheet 16: North Terminal Top Parking, LV 7	126,789	$113.60	365	$41,464.00
Sheet 17: North Terminal Top Parking, LV 8	126,845	$113.61	365	$41,467.65
Sheet 18: North Terminal Top Parking, LV 9	118,401	$106.04	365	$38,704.60
Sheet 19: North Terminal Top Parking, LV 10	117,775	$105.94	365	$38,668.10
Sheet 20: North Terminal Top Parking, LV 11	128,268	$113.82	365	$41,544.30
Sheet 21: North Terminal Top Parking, LV 4 Cross-over Bridges	12,672	$33.41	365	$12,194.65
Sheet 22: Taxi Bus Hold Faciity (Trash Collection 1 x per shift)	15	$25.20	365	$9,198.00
Sheet 23: A & B Commercial Road, B Side Surface Parking & CVPA, A & B Extension Lots	523,110	$377.98	365	$137,962.70
Sheet 24: North Cell Lot (Trash Collection 1 x per shift)	32	$37.80	365	$13,797.00
Sheet 25: South Terminal Parking Garage C, R-1	235,472	$176.39	365	$64,382.35
Sheet 26: South Terminal Parking Garage C, R-2	225,263	$170.09	365	$62,082.85
Sheet 27: South Terminal Parking Garage C, P-1	283,871	$256.96	365	$93,790.40
Sheet 28: South Terminal Parking Garage C, P-2	265,807	$241.64	365	$88,198.60
Sheet 29: South Terminal Parking Garage C, P-3	225,648	$204.09	365	$74,492.85
Sheet 30: South Terminal Parking Garage C, P-4	191,862	$180.10	365	$65,736.50
Sheet 31: Garage C Level 7 Mech/Penthouse: (Clean 1x per quarter)	3,296	$25.20	365	$9,198.00
Sheet 32 & 32A: South Complex Toll Plaza:	67,640	$44.10	365	$16,096.50
Sheet 33: South Cell Lot: **(Trash Collection 1 x per shift)**	8	$22.05	365	$8,048.25
Sheet 34: B-52 Park: **(Trash Collection 1 x per shift)**	10	$22.05	365	$8,048.25
Sheet 35: NPP (Blue Lot) **(Trash Collection 1 x per shift)**	35	$37.80	365	$13,797.00
Sheet 36: WPP (Gold Lot): **(Trash Collection 1 x per shift)**	20	$18.90	365	$6,898.50
Sheet 37: EPL (Employee Lot): **(Trash Collection 1 x per shift)**	35	$37.80	365	$13,797.00

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 38: SPP (Red Lot): **(Trash Collection 1 x per shift)**	35	$37.80	365	$13,797.00
Sheet 39: South Employee Lot: **(Trash Collection 1 x per shift)**	3	$18.90	365	$6,898.50
			Total Year 2	$2,572,782.80

		Hourly Rate	Est. No. Hours	
Additional Services Per Hour		$24.75	200	$4,950.00
Rental Equipment (at Contractor's Cost)				$3,500.00
			Total of Additional Services	$8,450.00
			Total Year 2	$2,581,232.80

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 1: North Terminal Parking Garage A, R-1	460,194	$364.37	365	$132,995.05
Sheet 2: North Terminal Parking Garage B, R-1	465,045	$364.37	365	$132,995.05
Sheet 3: North Terminal Parking Garage A, R-2	434,487	$345.19	365	$125,994.35
Sheet 4: North Terminal Parking Garage B, R-2	434,050	$345.19	365	$125,994.35
Sheet 5: North Terminal Parking Garage A, P-1	435,090	$410.76	365	$149,927.40
Sheet 6: North Terminal Parking Garage B, P-1	434,712	$410.70	365	$149,905.50
Sheet 7: North Terminal Parking Garage A, P-2	435,090	$410.76	365	$149,927.40
Sheet 8: North Terminal Parking Garage B, P-2	434,712	$410.70	365	$149,905.50
Sheet 9: North Terminal Parking Garage A, P-3	442,373	$418.25	365	$152,661.25
Sheet 10: North Terminal Parking Garage B, P-3	439,956	$411.49	365	$150,193.85
Sheet 11: North Terminal Parking Garage A, P-4	169,814	$159.83	365	$58,337.95
Sheet 12: North Terminal Parking Garage B, P-4	169,790	$159.82	365	$58,334.30
Sheet 13: North Terminal Top Parking, LV 4	140,957	$129.91	365	$47,417.15
Sheet 14: North Terminal Top Parking, LV 5	135,245	$122.66	365	$44,770.90
Sheet 15: North Terminal Top Parking, LV 6	135,347	$122.67	365	$44,774.55
Sheet 16: North Terminal Top Parking, LV 7	126,789	$114.99	365	$41,971.35
Sheet 17: North Terminal Top Parking, LV 8	126,845	$115.00	365	$41,975.00
Sheet 18: North Terminal Top Parking, LV 9	118,401	$107.33	365	$39,175.45
Sheet 19: North Terminal Top Parking, LV 10	117,775	$107.24	365	$39,142.60
Sheet 20: North Terminal Top Parking, LV 11	128,268	$115.21	365	$42,051.65
Sheet 21: North Terminal Top Parking, LV 4 Cross-over Bridges	12,672	$33.87	365	$12,362.55
Sheet 22: Taxi Bus Hold Faciity (Trash Collection 1 x per shift)	15	$25.57	365	$9,333.05
Sheet 23: A & B Commercial Road, B Side Surface Parking & CVPA, A & B Extension Lots	523,110	$383.55	365	$139,995.75
Sheet 24: North Cell Lot (Trash Collection 1 x per shift)	32	$38.35	365	$13,997.75
Sheet 25: South Terminal Parking Garage C, R-1	235,472	$178.99	365	$65,331.35
Sheet 26: South Terminal Parking Garage C, R-2	225,263	$172.59	365	$62,995.35
Sheet 27: South Terminal Parking Garage C, P-1	283,871	$260.12	365	$94,943.80
Sheet 28: South Terminal Parking Garage C, P-2	265,807	$244.61	365	$89,282.65
Sheet 29: South Terminal Parking Garage C, P-3	225,648	$206.60	365	$75,409.00
Sheet 30: South Terminal Parking Garage C, P-4	191,862	$182.33	365	$66,550.45
Sheet 31: Garage C Level 7 Mech/Penthouse: (Clean 1x per quarter)	3,296	$25.57	365	$9,333.05
Sheet 32 & 32A: South Complex Toll Plaza:	67,640	$44.74	365	$16,330.10
Sheet 33: South Cell Lot: **(Trash Collection 1 x per shift)**	8	$22.37	365	$8,165.05
Sheet 34: B-52 Park: **(Trash Collection 1 x per shift)**	10	$22.37	365	$8,165.05
Sheet 35: NPP (Blue Lot) **(Trash Collection 1 x per shift)**	35	$38.35	365	$13,997.75
Sheet 36: WPP (Gold Lot): **(Trash Collection 1 x per shift)**	20	$19.17	365	$6,997.05
Sheet 37: EPL (Employee Lot): **(Trash Collection 1 x per shift)**	35	$38.35	365	$13,997.75

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 38: SPP (Red Lot): **(Trash Collection 1 x per shift)**	35	$38.35	365	$13,997.75
Sheet 39: South Employee Lot: **(Trash Collection 1 x per shift)**	3	$19.17	365	$6,997.05
			Total Year 3	$2,606,632.90

		Hourly Rate	Est. No. Hours	
Additional Services Per Hour		$25.12	200	$5,024.00
Rental Equipment (at Contractor's Cost)				$3,500.00
			Total of Additional Services	$8,524.00
			Total Year 3	$2,615,156.90

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 1: North Terminal Parking Garage A, R-1	460,194	$369.67	365	$134,929.55
Sheet 2: North Terminal Parking Garage B, R-1	465,045	$369.67	365	$134,929.55
Sheet 3: North Terminal Parking Garage A, R-2	434,487	$350.21	365	$127,826.65
Sheet 4: North Terminal Parking Garage B, R-2	434,050	$350.21	365	$127,826.65
Sheet 5: North Terminal Parking Garage A, P-1	435,090	$415.77	365	$151,756.05
Sheet 6: North Terminal Parking Garage B, P-1	434,712	$415.72	365	$151,737.80
Sheet 7: North Terminal Parking Garage A, P-2	435,090	$415.77	365	$151,756.05
Sheet 8: North Terminal Parking Garage B, P-2	434,712	$415.72	365	$151,737.80
Sheet 9: North Terminal Parking Garage A, P-3	442,373	$423.36	365	$154,526.40
Sheet 10: North Terminal Parking Garage B, P-3	439,956	$416.51	365	$152,026.15
Sheet 11: North Terminal Parking Garage A, P-4	169,814	$161.78	365	$59,049.70
Sheet 12: North Terminal Parking Garage B, P-4	169,790	$161.77	365	$59,046.05
Sheet 13: North Terminal Top Parking, LV 4	140,957	$131.49	365	$47,993.85
Sheet 14: North Terminal Top Parking, LV 5	135,245	$124.14	365	$45,311.10
Sheet 15: North Terminal Top Parking, LV 6	135,347	$124.16	365	$45,318.40
Sheet 16: North Terminal Top Parking, LV 7	126,789	$116.38	365	$42,478.70
Sheet 17: North Terminal Top Parking, LV 8	126,845	$116.39	365	$42,482.35
Sheet 18: North Terminal Top Parking, LV 9	118,401	$108.63	365	$39,649.95
Sheet 19: North Terminal Top Parking, LV 10	117,775	$108.54	365	$39,617.10
Sheet 20: North Terminal Top Parking, LV 11	128,268	$116.61	365	$42,562.65
Sheet 21: North Terminal Top Parking, LV 4 Cross-over Bridges	12,672	$34.33	365	$12,530.45
Sheet 22: Taxi Bus Hold Faciity (Trash Collection 1 x per shift)	15	$25.94	365	$9,468.10
Sheet 23: A & B Commercial Road, B Side Surface Parking & CVPA, A & B Extension Lots	523,110	$389.12	365	$142,028.80
Sheet 24: North Cell Lot (Trash Collection 1 x per shift)	32	$38.91	365	$14,202.15
Sheet 25: South Terminal Parking Garage C, R-1	235,472	$181.59	365	$66,280.35
Sheet 26: South Terminal Parking Garage C, R-2	225,263	$175.10	365	$63,911.50
Sheet 27: South Terminal Parking Garage C, P-1	283,871	$263.28	365	$96,097.20
Sheet 28: South Terminal Parking Garage C, P-2	265,807	$247.58	365	$90,366.70
Sheet 29: South Terminal Parking Garage C, P-3	225,648	$209.10	365	$76,321.50
Sheet 30: South Terminal Parking Garage C, P-4	191,862	$184.56	365	$67,364.40
Sheet 31: Garage C Level 7 Mech/Penthouse: (Clean 1x per quarter)	3,296	$25.94	365	$9,468.47
Sheet 32 & 32A: South Complex Toll Plaza:	67,640	$45.39	365	$16,567.35
Sheet 33: South Cell Lot: **(Trash Collection 1 x per shift)**	8	$22.69	365	$8,281.85
Sheet 34: B-52 Park: **(Trash Collection 1 x per shift)**	10	$22.69	365	$8,281.85
Sheet 35: NPP (Blue Lot) **(Trash Collection 1 x per shift)**	35	$38.91	365	$14,202.15
Sheet 36: WPP (Gold Lot): **(Trash Collection 1 x per shift)**	20	$19.45	365	$7,099.25
Sheet 37: EPL (Employee Lot): **(Trash Collection 1 x per shift)**	35	$38.91	365	$14,202.15

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 38: SPP (Red Lot): **(Trash Collection 1 x per shift)**	35	$38.91	365	$14,202.15
Sheet 39: South Employee Lot: **(Trash Collection 1 x per shift)**	3	$19.45	365	$7,099.25
			Total Year 4	$2,640,538.12

		Hourly Rate	Est. No. Hours	
Additional Services Per Hour		$25.12	200	$5,024.00
Rental Equipment (at Contractor's Cost)				$4,500.00
			Total of Additional Services	$9,524.00
			Total Year 4	$2,650,062.12

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 1: North Terminal Parking Garage A, R-1	460,194	$374.96	365	$136,860.40
Sheet 2: North Terminal Parking Garage B, R-1	465,045	$374.96	365	$136,860.40
Sheet 3: North Terminal Parking Garage A, R-2	434,487	$355.23	365	$129,658.95
Sheet 4: North Terminal Parking Garage B, R-2	434,050	$355.23	365	$129,658.95
Sheet 5: North Terminal Parking Garage A, P-1	435,090	$420.79	365	$153,588.35
Sheet 6: North Terminal Parking Garage B, P-1	434,712	$420.73	365	$153,566.45
Sheet 7: North Terminal Parking Garage A, P-2	435,090	$420.79	365	$153,588.35
Sheet 8: North Terminal Parking Garage B, P-2	434,712	$420.73	365	$153,566.45
Sheet 9: North Terminal Parking Garage A, P-3	442,373	$428.46	365	$156,387.90
Sheet 10: North Terminal Parking Garage B, P-3	439,956	$421.52	365	$153,854.80
Sheet 11: North Terminal Parking Garage A, P-4	169,814	$163.73	365	$59,761.45
Sheet 12: North Terminal Parking Garage B, P-4	169,790	$163.73	365	$59,761.45
Sheet 13: North Terminal Top Parking, LV 4	140,957	$133.07	365	$48,570.55
Sheet 14: North Terminal Top Parking, LV 5	135,245	$125.63	365	$45,854.95
Sheet 15: North Terminal Top Parking, LV 6	135,347	$125.64	365	$45,858.60
Sheet 16: North Terminal Top Parking, LV 7	126,789	$117.78	365	$42,989.70
Sheet 17: North Terminal Top Parking, LV 8	126,845	$117.78	365	$42,989.70
Sheet 18: North Terminal Top Parking, LV 9	118,401	$109.93	365	$40,124.45
Sheet 19: North Terminal Top Parking, LV 10	117,775	$109.84	365	$40,091.60
Sheet 20: North Terminal Top Parking, LV 11	128,268	$118.00	365	$43,070.00
Sheet 21: North Terminal Top Parking, LV 4 Cross-over Bridges	12,672	$34.80	365	$12,702.00
Sheet 22: Taxi Bus Hold Faciity (Trash Collection 1 x per shift)	15	$26.31	365	$9,603.15
Sheet 23: A & B Commercial Road, B Side Surface Parking & CVPA, A & B Extension Lots	523,110	$394.70	365	$144,065.50
Sheet 24: North Cell Lot (Trash Collection 1 x per shift)	32	$39.47	365	$14,406.55
Sheet 25: South Terminal Parking Garage C, R-1	235,472	$184.19	365	$67,229.35
Sheet 26: South Terminal Parking Garage C, R-2	225,263	$177.61	365	$64,827.65
Sheet 27: South Terminal Parking Garage C, P-1	283,871	$266.43	365	$97,246.95
Sheet 28: South Terminal Parking Garage C, P-2	265,807	$250.56	365	$91,454.40
Sheet 29: South Terminal Parking Garage C, P-3	225,648	$211.61	365	$77,237.65
Sheet 30: South Terminal Parking Garage C, P-4	191,862	$186.79	365	$68,178.35
Sheet 31: Garage C Level 7 Mech/Penthouse: (Clean 1x per quarter)	3,296	$26.31	365	$9,603.15
Sheet 32 & 32A: South Complex Toll Plaza:	67,640	$46.04	365	$16,804.60
Sheet 33: South Cell Lot: **(Trash Collection 1 x per shift)**	8	$23.02	365	$8,402.30
Sheet 34: B-52 Park: **(Trash Collection 1 x per shift)**	10	$23.02	365	$8,402.30
Sheet 35: NPP (Blue Lot) **(Trash Collection 1 x per shift)**	35	$39.47	365	$14,406.55
Sheet 36: WPP (Gold Lot): **(Trash Collection 1 x per shift)**	20	$19.73	365	$7,201.45
Sheet 37: EPL (Employee Lot): **(Trash Collection 1 x per shift)**	35	$39.47	365	$14,406.55

23-405-IFB Parking Garage Pricing Sheet

	Total Square Feet	Daily Price	Days Per Year	Total
Sheet 38: SPP (Red Lot): **(Trash Collection 1 x per shift)**	35	$39.47	365	$14,406.55
Sheet 39: South Employee Lot: **(Trash Collection 1 x per shift)**	3	$19.73	365	$7,201.45
			Total Year 5	$2,674,449.90

		Hourly Rate	Est. No. Hours	
Additional Services Per Hour		$25.50	200	$5,100.00
Rental Equipment (at Contractor's Cost)				$4,500.00
			Total of Additional Services	$9,600.00
			Total Year 5	$2,684,049.90

Performance Bond No.: 107923216

Performance Bond Expiration Date: 11/1/2024

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that Florida Cleaning Systems, Inc., hereinafter called Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut 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 **One Million Three Hundred Thousand Dollars ($1,300,000.00)** 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 23-405-IFB, PARKING GARAGE JANITORIAL MAINTENANCE** at Orlando International Airport, 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:

B. 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

C. Pays the Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that the Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

D. Pays the Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support

services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In 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 Authoritys 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 the Aviation Authority and Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 10 day of November, 2023, 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:

Florida Cleaning Systems, Inc.

Principal (Name of Contractor)

Witness

By: _____ (Signature)

Witness

Its: CEO (Title)

(Seal)

Travelers Casualty and Surety Company of America

Name of Surety

Witness Peter Alesci

By: _____ (Signature) Kevin Wojtowicz

Witness Margie Schulz

Its: Attorney-In-Fact & Licensed Resident Florida Agent (Title)

Address: 1000 Central Ave, Suite 200, St. Petersburg, Fl 33705

Telephone No.: 727-209-1803

Fax No.: 727.209.1335

E-Mail Address: kwojtowicz@nielsonbonds.com

(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

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

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

I, Addison Barrios, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Giovanna Barrios who signed the said Bond(s) on behalf of the Principal was then Chief Executive Officer 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)

FORM TO BE USED WHEN BONDING ONLY ONE YEAR OF A MULTI-YEAR CONTRACT

Bond No. 107923216

KNOW ALL MEN BY THESE PRESENTS:

That, Florida Cleaning Systems, Inc. (hereinafter called the "Principal"), and Travelers Casualty and Surety Company, a corporation of the State of Connecticut and whose principal office is located in the City of Hartford, State of Connecticut (hereinafter called the Surety), are held and firmly bound unto Greater Orlando Aviation Authority (hereinafter called the Obligee), in the full and just sum of One million three hundred thousand and 0/100 DOLLARS, ($1,300,000.00) to the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their, and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a certain written contract with the above mentioned Obligee described as: Purchasing 23-405-IFB, PARKING GARAGE JANITORIAL MAINTENANCE, at Orlando International Airport dated 11/1/2023 to 11/1/2028 for a period of Five (5) years which contract in hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, the Obligee has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

NOW THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform, each and every, all and singular the matters and things in said contract set forth and specified to be by the said Principal kept, done and performed, at the time and in the manner in said contract specified during the term of this bond, and shall pay over, make good and reimburse to the above named obligee, all loss and damage which said obligee may sustain by reason of failure or default on the part of said Principal, then this obligation shall be void, otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning 11/1/2023 and ending 11/1/2024.

2. In the event of default by the Principal in performance of the contract during the term of this bond the Surety shall be liable only for the loss to the Obligee due to actual excess costs of performance of the contract up to the termination of the term of this bond.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety within six months after the completion of the contract.

4. Neither non renewal by the Surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute loss to the Obligee recoverable under this bond.

5. The bond may be extended for additional terms at the option of the Surety, by continuation certificate executed by the Surety.

Signed and sealed this 10 day of November, 2023.

Florida Cleaning Systems, Inc.

By _____

Travelers Casualty and Surety Company

By _____

Kevin Wojtowicz Attorney in Fact

C0003104-7[illegible].0

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kevin Wojtowicz** of **SAINT PETERSBURG** **Florida** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **10** day of **November** , **2023**

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

FLORCLE-01 GHYSLOP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/8/2023

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

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

PRODUCER
Hub International Florida
1560 Orange Avenue
Suite 750
Winter Park, FL 32789

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield Insurance Company	24112
INSURER B : Auto-Owners Insurance Company	18988
INSURER C : Fair American Select Insurance Company	
INSURER D : Bridgefield Casualty Insurance Company	10335
INSURER E : Evanston Insurance Company	35378
INSURER F : Colony Insurance Company	39993

INSURED
Florida Cleaning Systems Inc. dba FCS Facility Services
131 S Country Club Rd,
Lake Mary, FL 32746

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC X OTHER: $5M Cap Aggregate Limi	X	X	CMM335090D	7/31/2023	7/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	52-816-442-00	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			CSX 8000305 00	7/31/2023	7/31/2024	EACH OCCURRENCE AGGREGATE Primary	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	196 - 59076	10/16/2023	10/16/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess over Primary			MKLV2EUE101667	7/31/2023	7/31/2024	XS over Primary	2,000,000
F	Pollution Liability			3876666	5/1/2023	5/1/2024	Ded. $1,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap – Employers Liability Coverage – OH: Each Accident $1,000,000; Disease-Policy Limit $1,000,000; Disease-Each Employee $1,000,000

Project #23-405-IFB Parking Garage Janitorial Maintenance. Greater Aviation Authority, City of Orlando, and their members (including, without limitation, members of the Aviation Authority's Board, and the City's Council, and members of the citizens advisory committees of each), officers, agents, and employees, are included as Additional Insured & both Primary & Non-contributory terms apply for General Liability & Auto Liability, when required in a written contract or agreement with the Insured, per the terms & conditions of the policy endorsements.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority- Purchasing c/o Vertikal RMS, Inc.
1001 E 101st Terr Ste 235
Kansas City, MO 64131

CANCELLATION

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed and signed by all parties prior to the date of loss but only to the extent permitted by law. The insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	As designated in written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed prior to the date of occurrence but only to the extent permitted by law and the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.	As designated in written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

¢ Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES SM

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 60 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g.2(a)** is replaced with the following:

(a) Less than 60 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(6) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property:

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the ″property damage″ arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the ″property damage″ arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because ″your work″ was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to:

(i) ″property damage″ to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) ″property damage″ (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are ″your work″ and were not occupied, rented or held for rental by you beyond one year from the date ″your work″ was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are ″your work″ and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to ″property damage″ included in the ″products-completed operations hazard.″

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions,** the last paragraph of Item **2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** Item **2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to Item **2. Exclusions**:

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** item **1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the ″Bodily Injury″ Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** item **1.d.** is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or ″suit″, including actual loss of earnings up to $1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs **a.** through **g.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the ″bodily injury″, ″property damage″ or ″personal injury and advertising injury″, but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies;

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to ″bodily injury″, ″property damage″ or ″personal and advertising injury″ arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any ″occurrence″ which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any ″occurrence″ which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person′s or organization′s status as an insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any ″occurrence″ which takes place after the equipment lease expires; or

(2) To ″bodily injury″, ″property damage″, or ″personal and advertising injury″ arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to ″bodily injury″ or ″property damage″ included within the ″products-completed operations hazard″.

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contractor written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non-contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to item **1:**

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an insured when you had an Interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in **3.** above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4** of **Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary and non-contributory except when **b.** below applies.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk, or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, ″autos,″ or watercraft to the extent not subject to Exclusion **g.** of **Section I** - Coverage **A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any ″suit″ if any other insurer has a duty to defend the insured against that ″suit.″ If no other defends, we will undertake to do so, but we will be entitled to the other insured′s rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of Insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior ″occurrences″ existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior ″occurrences″ is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** item **8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage′s as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS,** item **3.** is deleted and replaced with the following:

3. ″Bodily Injury″ means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. ″Bodily injury″ includes mental anguish or other mental injury resulting from ″bodily injury″.

Under **SECTION V - DEFINITIONS,** item **9.** is deleted and replaced with the following:

9. ″Insured Contract″ means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an ″insured contract″;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for ″bodily injury″ or ″property damage″ to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured s rendering or failure to render professional services including those listed in **(1)** above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS,** item **14.** the following is added to the definition of ″Personal and advertising injury″:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any ″executive officer″, director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

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.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

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

5. Our Right to Recover Payments

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

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

a. Covered by the policy; and

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

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

All other policy terms and conditions apply.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, **B. GENERAL CONDITIONS**, **2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and

(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

With respect to all employees subject to the workers' compensation laws of the state of FLORIDA, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 05/16/2023 at 12:01 AM standard tim

Policy No. EIG-4769750-01

Endorsement No. 1

© 1983 National Council on Compensation Insurance.

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

23-405-IFB

PARKING GARAGE JANITORIAL MAINTENANCE

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

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

VIRTUAL PRE-SOLICITATION MEETING:	**September 11, 2023, 10:00 AM EST** *Respondents may attend in person or via* Microsoft Teams meeting Click here to join the meeting Meeting ID: 292 038 297 956 Passcode: EtLG3s -OR- Annex Building 2nd Floor Conference Room Thor 5855 Cargo Road, Orlando, FL 32827-4399
DEADLINE FOR QUESTIONS:	**September 18, 2023, 5:00 PM EST**
RESPONSES DUE DATE/TIME:	**September 28, 2023 11:00 AM EST** Sealed Electronic offers will be accepted up to 11:00 AM (local time), via the electronic procurement portal referenced above. This is VIRTUAL OPENING MEETING via Microsoft Teams meeting: Click here to join the meeting Meeting ID: 234 571 553 255 Passcode: d9LLKo

AMERICANS WITH DISBAILITIES ACT

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

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1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date:	September 05, 2023
Pre-Solicitation GoToMeeting:	September 11, 2023
Deadline for submission of questions:	September 18, 2023
Deadline for return of Solicitation:	September 28, 2023
Aviation Authority Board Meeting:*	TBD

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

1.2 Intent/Purpose

a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed responses from qualified Respondents to provide all materials, labor, supervision, equipment, cleaning solutions, degreasers, other miscellaneous tools, janitorial cleaning supplies, fuel, oil, lubricants, uniforms, vehicles and all other items necessary or proper for, or incidental to, performing janitorial maintenance of the parking garages, performing activities necessary for parking garage floor scrubbing and surface parking areas located at the Orlando International Airport (OIA) in accordance with the Contract documents.

b. This solicitation includes a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB) / Veteran Business Enterprise (VBE) participation requirement. The Aviation Authority has established a **MWBE/LDB/VBE(s)** Participation Goal of 20.0%.

1.3 Solicitation Information

a. Sealed electronic responses will be received for this solicitation through the Greater Orlando Aviation Authority e-Procurement Portal located at https://procurement.opengov.com/portal/goaa. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

b. Responses submitted by hard copy, e-mail, telephone or fax shall not be accepted. Responses submitted outside of the designated electronic submission portal shall be rejected as non-responsive regardless of where received.

c. The Aviation Authority shall not be responsible for delays caused by any occurrence. This shall include any delay as a result of a technology issue. Any late response shall not be accepted.

d. The time/date stamp clock located in the electronic submittal portal shall serve as the official authority to determine lateness of any response.

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

1.4 Submitting Questions and Receiving Responses

Respondents shall submit all inquiries regarding this Solicitation via the e-Procurement Portal, 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, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Solicitation Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Respondents are expected to be familiar with the Solicitation Documents.

b. If the Purchasing Department determines that it is necessary to change the dates or times prior to the due date, the change will be announced and posted on the e-Procurement Portal.

c. All prospective Respondents shall thoroughly examine and become familiar with the SOLICITATION package and carefully note the items which must be submitted with the Response as detailed in **Section 6, Solicitation Response Submittals**.

d. Submission of a Response shall constitute an acknowledgment that the Respondent has read and understands the Solicitation Documents. The failure or neglect of a Respondent to receive or examine any Solicitation Document shall in no way relieve it from any obligations under its Response or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

e. **Unless otherwise noted, Respondents shall submit *one Response only*.**

f. Respondent's Solicitation prices shall remain firm for the duration of the Contract Term. Any anticipated increases in Respondent's costs during the term of the Contract must be reflected in its prices set forth in its Response.

g. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Respondent's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Respondent's overhead costs, including, but not limited to, costs

of the required bonds and insurance coverages, shall be included in such Respondent's prices listed in its Response.

1.5 Communications; Questions Regarding Specifications or Solicitation Process

a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent via the e-Procurement Portal, https://procurement.opengov.com/portal/goaa.

b. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.

c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Respondent or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.6 Contract Period

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

1.7 Price Escalation/De-Escalation (CPI) if needed

a. The original contract prices shall be firm for the five (5) year contract period. A price escalation/de-escalation may be considered after the 3rd year, and once a year thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract's anniversary date.

b. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

c. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying

the percentage of change by 100 to identify the percentage change. Formula is as follows:

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

CPI-U Calculation Example:

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

d. A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, the Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Aviation Authority's Purchasing Department.

e. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 5%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.

f. All price adjustments must be accepted by the Vice President of Purchasing, and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed. Only final CPI data will be used to adjust contract pricing.

g. Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract the Contractor shall notify the Aviation Authority's Purchasing Department of price decreases in the method outlined above.

h. If the Contractor intentionally fails to pass the decrease on to the Aviation Authority, the Aviation Authority reserves the right to place the Contractor in default.

1.8 Notice of Intent to Award Contract

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

1.9 Public Meetings/Public Records

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

1.10 Code of Ethics and Business Conduct Policy

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

2.0 SPECIAL CONDITIONS

2.1 Respondent's Minimum Requirements

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

b. The awarded Contractor must be registered/qualified to do business in the State of Florida at the time the Response is submitted. Provide a copy of such registration/qualification to the Aviation Authority with the Bid submission.

c. Through references or otherwise, show that the Respondent is an individual, a firm, or a corporation, or other entity that is currently engaged in the business of providing Parking Garage Janitorial Maintenance services, including scrubbing services, and taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate or principal of Respondent, has been actively engage in such business for at least three (3) years immediately preceding the date of this response to this Solicitation.

d. Through references or otherwise, Respondent must provide verifiable evidence that the Respondent has provided within the past year, Parking Garage Janitorial Maintenance including scrubbing services, in a single job of not less than 800,000 square feet that included multi-level floors of parking garage structure or structures (surface lots only will be deemed non-responsive) in multiple shifts over a 24 hour period, 7 days per week.

e. Through references or otherwise, the Respondent must provide verifiable evidence, that in the past or present performance of the Parking Garage Janitorial Maintenance services they have or are utilizing methods and equipment to remove all loose, adhered, and/or impregnated soils including, but not limited to, oil residue, gum, and miscellaneous foreign materials, that they ensure that any water and/or other liquid agents used during the cleaning process is recovered, picked-up, and disposed of properly. "Zero Discharge" reclamation is required. Respondent shall show that no water and/or liquid agents are allowed to enter any drains, scuppers, or other water retention features that are currently present in the immediate work area while the services are being performed. Respondent shall ensure that all cleaning/scrubbing practices utilized in the performance of the Services, prevent ground or surface contamination and at all times provide a clean surface in full compliance with the "Clean Water Act" and Green Cleaning SOP".

f. Each Respondent shall provide with its Solicitation, a written description of their

garage cleaning and maintenance equipment, including garage floor scrubbing equipment, along with proven capabilities that are in compliance with the Specification requirements. This description shall include make and model of equipment, function, age of equipment, along with current capabilities as applicable, i.e. psi, horse power, etc.

g. Respondents must provide copies of the required Licenses and Certifications with their Submittal.

h. Respondents must provide Proof of insurance as outlined in Section 2.5.

i. Respondents must meet the MWBE/LDB/VBE participation requirement as outlined in Sections 2.9 through 2.11.

j. 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.

2.2 References

a. Respondent shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed. A minimum of three (3) references must demonstrate experience and satisfactory performance in providing the services for governmental agencies or commercial firms. The Aviation Authority may be listed as one reference.

b. Provide a brief description of similar work satisfactorily completed with location, dates of contract, names, email, and telephone numbers of owners by completing the attached reference sheets. Failure of references listed to respond to the Aviation Authority's inquiries may negatively impact the responsibility of the Respondent.

c. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes.

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

2.3 Evaluation of Responses

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

a. For purposes of this solicitation, the determination of the responsive and responsible Respondent submitting the lowest price shall be made, the Aviation Authority reserves the right to consider matters such as, but not be limited to:

1) Total Cost;

2) The review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB/VBE program.

3) References. All Respondents are required to submit three (3) references illustrating a minimum of three (3) years' relevant service that are the same or similar in requirements and magnitude of this solicitation.

4) Specification Requirements. Meeting the requirements as described in Section 3, Scope of Work/Specifications;

5) Complete Responses. Respondents shall provide all documentation as listed in Section 6, Response Submittals.

2.4 Surety Bonds/Letters of Credit/Liability Insurance

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

a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Aviation Authority a Performance Bond, 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 **One Million Three Hundred Thousand Dollars ($1,300,000.00).**

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 **One Million Three Hundred Thousand Dollars ($1,300,000.00)**, 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 2.4, the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Proposal Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Aviation Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit **that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months**. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal or replacement Letter of Credit that complies with the requirements of this Contract.

e. 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 2.4.

g. Surety Bonds delivered to the Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:

1) Proposal 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 the Aviation Authority, or on a form substantially the same as the Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Proposals 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 Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.

h. Liability Insurance Companies furnishing insurance coverages required by these Special 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 4**, 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.

k. 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 Responses 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 Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company’s financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.

l. 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.

m. In the event that the Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 4 of the Standard Terms and Conditions, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

n. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.

2.5 Insurance Requirements

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

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

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

1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars ($1,000,000)** per occurrence or not less than **Five Million Dollars ($5,000,000)** per occurrence, for AOA access; and

2) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **One Million Dollars ($1,000,000)** combined single limit per accident or not less than **Five Million Dollars ($5,000,000)** combined single limit per accident, for AOA access**;**

3) Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and

the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

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

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

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

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

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

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

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

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

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

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

6) A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section 2.5 shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.

7) The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.

8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.

9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.

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

2.6 Verification of Employment Status

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

b. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**

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

2.7 Identification and Access Requirements

a. The Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor for whom the Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:

b. Each employee must provide a ten (10) year work history.

c. The Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by the Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).

d. The Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.

e. The Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.

f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with the Aviation Authority's guidelines. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to the Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

g. <u>Fees Associated with Identification Badges and Keys</u>

New Issue/Renewal	$100.00
Name Change	$25.00 (paid at time of issuance)
Addition	$25.00 (i.e. adding company name, driver, etc.)
Deletion	$25.00
Lost	$500.00
Stolen	No Charge with proper documentation
New Hard Key	$50.00
Lost Hard Key	$500.00
AOA Vehicle Decal	$25.00 per vehicle

Security Background Check	$11.00
Fingerprinting	$27.00 (every two years)

Note: No personal checks or credit card payments are accepted. Companies will be assessed a $1000.00 fee for each non-returned identification badge and $500.00 for each non-returned key.

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

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

2.8 Airport Security

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

2.9 Small Business Participation Program MWBE/LDB/VBE

a. To encourage development and growth of MWBE/LDB/VBE/LDB/VBE, the Aviation Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB) or Veteran

Business Enterprise (MWBE), Local Developing Business (LDB) or Veteran Business Enterprise (VBE) Participation Program, which is available on the Aviation Authority's website https://orlandoairports.net/airport-business/.

b. It is the policy of the Aviation Authority that MWBE/LDB/VBE(s) shall have the maximum opportunity to participate in the purchase of goods and services, and the Aviation Authority has established the MWBE/LDB/VBE(s) Participation Program to implement this policy. This participation can take the form of purchasing Contracts, subcontracts, joint ventures or similar arrangements.

c. The Response will be considered non-responsive to the Solicitation and rejected if the Respondent fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE/LDB/VBEs policy, that the Respondent has met or has made a good faith effort to meet the established MWBE/LDB/VBEs goal.

d. For this Contract, the Aviation Authority has established a MWBE/LDB/VBE(s) Participation Goal of 20.0%, which means that 20.0% of the total Contract expenditures by the Aviation Authority Should be used to purchase goods or services under the Contract from MWBE/LDB/VBE(s). All Respondents, including a Respondent which is an MWBE/LDB/VBE(s), shall comply with the MWBE/LDB/VBE(s) requirements outlined in this Section by having MWBE/LDB/VBE(s) other than the Respondent, participate in the performance of the Contract services at a sufficient level to meet the participation goal.

e. Respondents are required to submit, the Letter of Intent/Affirmation information by completing the form for each MWBE Firm. The Respondent may make duplicates of this form as needed. Both the MWBEs and the Respondent are required to affirm the information provided by signing the form prior to submittal. After the Responses are opened, but prior to award, the Aviation Authority may request, receive, and review additional information from the Respondent in order to verify the accuracy of the level of information presented by the Respondent with their Responses and the good faith effort of Respondents to reach the MWBE goal.

f. Prior to and after the Responses are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental information from the Respondents as to the certification of Respondents, if applicable, and of any Respondent's Subcontractor, supplier or joint venture in order to determine MWBE/LDB/VBE(s) status.

g. The successful Respondent shall enter into subcontract(s)/purchase orders with the MWBE/LDB/VBE(s) identified in the Respondent's Response documents which the Aviation Authority relied upon in awarding this Contract, subject only to the Aviation Authority's right to approve all Subcontractors. The Contractual arrangements with the MWBE/LDB/VBE(s) shall incorporate such reasonable

terms as are required to complete the work described therein while furthering the Aviation Authority's MWBE/LDB/VBE(s) policy. The successful Respondent must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development for each MWBE/LDB/VBE(s) prior to commencement of performance under this Contract. Failure to enter into the subcontract(s)/purchase order(s) with the MWBE/LDB/VBE(s) identified in the Respondent's Response documents or failure to submit copies of the signed subcontract(s)/purchase order(s) may result in loss of the award to Respondent.

h. A Respondent shall not breach any of its obligations with the MWBE/LDB/VBE(s) . In the event Respondent desires to terminate or replace a MWBE, Respondent shall promptly notify the Aviation Authority of the impending termination, the reason for the termination and obtain the Aviation Authority's approval prior to proceeding with the termination. Following the termination Respondent shall replace the terminated MWBE/LDB/VBE(s) with another MWBE/LDB/VBE(s). If the Respondent is unable to utilize another MWBE/LDB/VBE(s) for performance of that portion of this Contract, the Respondent shall provide the Aviation Authority with documentation, in a form satisfactory to the Aviation Authority, showing that it is not possible to replace the terminated MWBE with another MWBE/LDB/VBE(s). The MWBE/LDB/VBE(s) percentage for participation must not decrease below the percentage proposed during the term of the Contract.

i. The successful Respondent shall submit to the Aviation Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each MWBE/LDB/VBE(s) since the previous invoice.

j. Failure to carry out the requirements set forth herein or the commitments made by the Respondent (e.g. failure to subcontract with and use MWBE/LDB/VBE(s), to pay MWBE/LDB/VBE(s) as committed in the Response documents, the failure to promptly pay MWBE/LDB/VBE(s) Subcontractors in accordance with Section 4, subsection 32, etc.) shall constitute a breach by the Respondent of this Contract and may result in termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate. Additionally, Contractor is reminded two or more failures to satisfy the requirements set forth herein or the commitments made by Respondent may result in debarment under the Aviation Authority's Debarment of Contractors Policy 130.04.

k. A list of currently certified MWBE/LDB/VBE(s) may be obtained via the internet at https://orlandoairports.net/airport-business/. The Aviation Authority will provide this information as a convenience only, and Respondents shall be solely responsible for ensuring all MWBE/LDB/VBE(s) are capable of performing. Certification of eligibility as an MWBE/LDB/VBE(s) should be completed prior to submission of a Response. During the Solicitation process, Respondents may contact the Office of Small Business Development for any questions or information concerning the MWBE/LDB/VBE(s) Participation Program.

l. Compliance with the MWBE/LDB/VBE(s) policy of the Aviation Authority does not relieve Respondents of the equal employment opportunity obligations under state and Federal laws and regulations.

2.10 Good Faith Effort for MWBE and LDB Participation Program

a. If the Respondent fails to meet the MWBE/LDB/VBE(s) Participation Goals, the Aviation Authority will require Respondent to submit evidence of good faith efforts within two (2) business days of request; such evidence may include, but is not limited to the following:

b. Indicating the name and title of the person responsible for the Respondent's good faith efforts to reach the participation goal;

c. Provide evidence of attendance at Pre-Solicitation Conference meeting, if any, scheduled by the Aviation Authority to inform MWBE/LDB/VBE(s) firms of subcontracting opportunities under a given Contract;

d. Provide a list of MWBE/LDB/VBE(s) firms contacted;

e. Provide copies of written correspondence to MWBE/LDB/VBE(s) firms that their Response is being solicited, as well as certified return receipts to prove receipt or the reason for non-delivery;

f. Provide evidence of information provided to the MWBE/LDB/VBE(s) firms about the specific work the Contractor intends to subcontract;

g. Provide evidence of information provided to MWBE/LDB/VBE(s) firms on bonding and insurance requirements;

h. Provide copies of advertisements in general circulation media, trade association publications, and minority focus media advertising for MWBE/LDB/VBE(s) firms interested in subcontracting;

i. Provide evidence that Respondent provided interested MWBE/LDB/VBE(s) firms with assistance in reviewing the Contract plans, specifications, and the terms and conditions of the general Contract, subcontract and addenda;

j. Providing evidence that the Respondent provided MWBE/LDB/VBE(s) firms prompt notice of addenda affecting specific trade Contractors;

k. Provide evidence that Respondent made follow-up inquiries after initial solicitations of interest from MWBE/LDB/VBE(s) firms. Respondent shall maintain documentation of the date, time and name of individuals contacted. A telephone log is acceptable documentation of this activity;

l. Provide a list of quotes submitted by MWBE/LDB/VBE(s) firms;

m. Provide documentation as to why MWBE/LDB/VBE(s) firms were not utilized;

n. In those instances where a majority Subcontractor is selected for a scope of work for which MWBE/LDB/VBE(s) Responses were submitted, the Respondent shall submit records of all quotations received from MWBE/LDB/VBE(s) firms and from the selected majority Subcontractor, and provide an explanation of the reasons why the MWBE/LDB/VBE(s) firms will not be used during the course of the Contract. Receipt of a lower price quotation from a non MWBE/LDB/VBE(s) firm prior to or at the time of Solicitation Opening will not in itself excuse a Respondent's failure to meet participation goals. It is incumbent upon the Respondent to demonstrate that MWBE/LDB/VBE(s) firms were not rejected as unqualified without a thorough and documented investigation of their capabilities and capacity.

o. Additional information on meeting good faith efforts can be found by going to https://orlandoairports.net/airport-business/.

2.11 Performance

a. The Aviation Authority shall, at regular intervals, monitor the performance of the Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.

b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.

c. In an effort to minimize the spread of infectious diseases, should there be a need to provide enhanced disinfecting services due to a known or unknown issue, the Contractor shall perform cleaning and disinfecting at a level determined by the AAR to maintain a cycle of continuous safety and security with respect to cleaning, disinfecting, and infectious disease management. All direction will be provided by the AAR at the time of the necessary action until further notice is provided.

d. All services shall follow the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the work. The measure will be met and maintained by effective communications with the Aviation Authority stakeholders, regular operations management reviews, and

industry best practices.

e. The Contractor shall hire or contract with a sufficient number of employees or contractors so as to enable it to conduct the Selected Contractor' s operation and perform the Services as authorized and required hereunder;

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

g. 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.

2.12 Compensation – Invoice and Payment services

a. The Contractor will be paid for services performed satisfactorily in accordance and as defined in the specification and will not be paid for unsatisfactory or unperformed/underperformed services as measured against the established acceptable quality levels. This provides an economic incentive for the Contractor to maintain a good quality control process and maintain and properly manage a skilled efficient workforce.

b. The Aviation Authority shall pay the Contractor, subject to authorized deductions, the applicable Daily Prices and Hourly Rates for Additional Services (including Rental Equipment) set forth in the Pricing Pages for each area of the Parking Garage Janitorial Maintenance authorized by the Aviation Authority and actually performed by Contractor to the satisfaction of the Aviation Authority per the specification.

c. The Contractor shall invoice the Aviation Authority by the tenth day of each month following a month in which approved Parking Garage Janitorial Maintenance services are performed by Contractor during such prior month. The Contractor's invoice shall generally describe the service rendered by work area and location, type of service, date rendered, unit price, and shall contain a copy of the Rental Equipment invoice (as applicable), and such other information and be accompanied by such supporting documents and materials as the Aviation Authority shall request. The Contractor's monthly invoice shall not exceed one-twelfth (1/12) of the applicable Annual Price set forth in the Pricing Pages.

d. 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.

e. 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 ten (10) calendar days after 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.

f. The Aviation Authority shall pay the undisputed amount of the Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.

g. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by the Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to the Contractor hereunder.

h. 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.

i. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable **goaa-ap@goaa.org**.

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 Overview Scope of Work

a. The Contractor shall provide all materials, labor, supervision, equipment, cleaning solutions, degreasers, other miscellaneous tools, janitorial cleaning supplies, fuel, oil, lubricants, uniforms, vehicles and all other items necessary or proper for, or incidental to, performing janitorial maintenance of the parking garages and surface parking areas located at the Orlando International Airport (OIA) as defined in the specifications. The Aviation Authority will provide the plastic liners for garbage cans.

b. The Contractor is required to achieve the performance standards as outlined in this specifications.

c. The areas to be serviced include the Landside Parking Garages and all Surface Parking Areas controlled by the Aviation Authority. The work areas in which the Contractor shall perform the parking garage janitorial maintenance are more particularly detailed in Exhibit 2 Parking Garage Janitorial Cleaning Sheets "1" through "39:" Any reference to parking garages shall include all areas identified below.

Sheet 1: North Terminal Parking Garage A, R-1
Sheet 2: North Terminal Parking Garage B, R-1
Sheet 3: North Terminal Parking Garage A, R-2
Sheet 4: North Terminal Parking Garage B, R-2
Sheet 5: North Terminal Parking Garage A, P-1
Sheet 6: North Terminal Parking Garage B, P-1
Sheet 7: North Terminal Parking Garage A, P-2
Sheet 8: North Terminal Parking Garage B, P-2
Sheet 9: North Terminal Parking Garage A, P-3
Sheet 10: North Terminal Parking Garage B, P-3
Sheet 11: North Terminal Parking Garage A, P-4
Sheet 12: North Terminal Parking Garage B, P-4
Sheet 13: North Terminal Top Parking, LV 4
Sheet 14: North Terminal Top Parking, LV 5
Sheet 15: North Terminal Top Parking, LV 6
Sheet 16: North Terminal Top Parking, LV 7
Sheet 17: North Terminal Top Parking, LV 8
Sheet 18: North Terminal Top Parking, LV 9
Sheet 19: North Terminal Top Parking, LV 10
Sheet 20: North Terminal Top Parking, LV 11
Sheet 21: North Terminal Top Parking, LV 4 Cross-over Bridges
Sheet 22: Taxi Hold Facility
Sheet 23: A & B Commercial Road, B Side Surface Parking & Commercial Vehicle Parking Area (CVPA), A & B Extension Lots & Toll Plazas
Sheet 23A: North Toll Both Plaza Photos

Sheet 24: North Cell Lot
Sheet 25: South Terminal Parking Garage C, R-1
Sheet 26: South Terminal Parking Garage C, R-2
Sheet 27: South Terminal Parking Garage C, P-1
Sheet 28: South Terminal Parking Garage C, P-2
Sheet 29: South Terminal Parking Garage C, P-3
Sheet 30: South Terminal Parking Garage C, P-4
Sheet 31: Garage C Level 7 Mech/Penthouse: (Clean 1x per quarter)
Sheet 32 South Complex Toll Plaza
Sheet 32A: South Complex Toll Plaza Photos
Sheet 33: South Cell Lot
Sheet 34: B-52 Park
Sheet 35: NPP (Blue Lot)
Sheet 36: WPP (Gold Lot)
Sheet 37: EPL (Employee Lot)
Sheet 38: SPP (Red Lot)
Sheet 39: SEPL (South Employee Lot)

3.2 Regulations

a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

b. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

c. The Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's Authorized representatives. The Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

d. During the performance of this Contract, the Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3.3 Definitions and Terminology

a. Contract Definitions:

1) AUTHORITY QAE (Quality Assurance Evaluator) – The Aviation Authority's Custodial Inspector.

2) CONTRACT DISCREPANCY REPORT (CDR) – When the Contractor's work is unsatisfactory the defect will be noted using a CDR form. The Contractor will have thirty (30) minutes for Policing, and two (2) hours for both Daily Cleaning and Cycle Cleaning to re-perform the work (unless the work is of the type that cannot be re-performed such as street sweeping) properly in order to avoid a deduction being taken from the Contact. If the Contractor fails to correct the defect within the time allotted the CDR will be duly noted and a deduction from the Contractor will be authorized.

3) DEFECT – A service output that does not meet the standard of performance specified in the Contract for that service. For example, failure to meet the quality control standard of Section 3.25 Defects will result in the issuance of a Contract Discrepancy Report (CDR).

4) EMERGENCY EVENT – Events caused by severe weather or man-made acts which can affect the health or safety of employees or passengers.

5) PERFORMANCE REQUIREMENT – The point that divides acceptable and unacceptable performance of a task according to the performance requirement summary. It is the number or percentage of Defects that is deemed acceptable.

6) PERIODIC SURVEILLANCE – The QAE shall hold unannounced inspections from time to time, at any time and any number of times.

7) QUALITY ASSURANCE – A planned and systematic pattern of all actions necessary to provide confidence that adequate requirements are established; products and services conform to established requirements; and satisfactory performance is achieved. Quality assurance refers to actions by the Aviation Authority.

8) QUALITY ASSURANCE EVALUATOR (QAE) – A functionally qualified person who performs quality assurance functions for a Contracted service.

9) QUALITY CONTROL – Those actions taken by a Contractor to control the production of outputs to ensure that they conform to the Contract requirements.

10) UNACCEPTABLE CONDITION(S) – A condition that does not conform to quality standards but may be re-performed to conform to quality standards.

b. Terminology For Janitorial Cleaning

1) ADHERED SOIL – Any foreign particles either solid or liquid that are adhered to the surface (e.g. oil, water, dried mud, caked oil absorbent compound).

2) AOA – Aircraft Operating Area.

3) AREA TYPES – SUBSYSTEM – A generic grouping of heterogeneous type modules which are associated with a homogenous type traffic or use and abuse (e.g., Executive areas, administrative areas, service areas, etc.).

4) BACTERICIDAL – Kills all bacteria.

5) BACTERIOSTATIC – Prevents the growth of bacteria.

6) BUILDING – SYSTEM – Structure by building type or level.

7) CLEAN – The washing and removal of any and all loose, adhered and impregnated matter.

8) CYCLE CLEANING – The periodic services that are intended to clean to a “like new” condition. This service includes, but is not limited to, high dusting, wall washing, steam cleaning, and other detailed services not included in daily cleaning or policing.

9) CYCLE CLEANERS – Employees who exclusively perform cycle cleaning.

10) DEBRIS – In general any relatively large construction or crating items that have been discarded. (e.g., pieces of crating, nuts, bolts, pieces of metal, lumber, rocks, bricks, etc.).

11) DIRT – Any foreign matter, solid or liquid that has not adhered to a surface area.

12) DRESSING – The generic name for any surface or penetrating covering, liquid or paste form (E.g. carnauba products, resins, lacquers, finishes, pigments, etc.) either water, oil or solvent base.

13) DUST (VERB) – The removal of all loose dirt, dust and soil particles from the ceiling to floor surfaces, inclusive of walls and partitions.

14) EQUIPMENT – All major items that are necessary to perform a function. They can be power operated (e.g., floor machine). They can be mechanical (stock and dies). They can be fixed (scaffolding).

15) FACILITY – All buildings and grounds and all their component parts that comprise the Orlando International Airport complex.

16) FLOOR – A specific level of a building or parking garage.

17) FLOOR CARE- The periodic services that are intended to clean to a “like new” condition. This service includes, but is not limited to, carpet extraction, steam cleaning, dressing CVT and other detailed services not included in daily cleaning, cycle cleaning, or policing.

18) FREQ.-FREQUENCY – The frequency field of information has three columns, one for each of the Policing, Daily Cleaning and Project work. The numerical entry in each column denotes the number of services to be performed.

19) FURNISHINGS – Includes mobile, or fixed items in an area; such as tables, chairs, planters, desks, ashtrays, cabinets, clocks, bookcases, couches, water fountains, telephones, trash cans, etc.

20) GATES – This refers to the ramp areas that are in proximity to and associated with the loading bridges.

21) GLASS / PARTITIONS AND DOORS – Walls, doors and vertical surfaces that are manufactured out of Corian, stainless steel, plastic laminate, glass etc.

22) HELIX: the circular ramp structure which allows vehicles to access the different floors of the garage.

23) HORIZONTAL SURFACES – The horizontal surfaces on furnishings, partitions and walls.

24) HYDROPHILIC – Soils that can be dissolved by water.

25) HYDROPHOBIC – Soils that resist the solvent action of water.

26) IMPREGNATED SOIL – Adhered soil that has penetrated into the matrix or the “pores” of the surface and as such requires different methodologies or the same methodologies and more vigorous technologies to remove it. (Heel marks, stains, paints, markers etc.).

27) LEVEL OF SERVICE – A level of service is defined as the various combination of tasks that will produce a particular end result on a specific Building Component within a Building System.

28) LITES – Glass panes.

29) LITTER – In general, any relatively large manufactured items or the remains of any activity that have been discarded (E.g. newspaper, bags, cans, cardboard, cuttings, etc.).

30) LOCATION # - The unique identifying number given to each Sub-system that designates its proximity relationship within a System.

31) LOOSE SOIL – Any foreign particles, small in size, solid or liquid in state that are not adhered to the surface (E.g. silicates, loam, aggregate, water, dust, litter etc.).

32) MANAGEMENT – The process of controlling the various aspects of an endeavor.

33) MANAGEMENT STAFF – Salaried, supervisory personnel not assigned to work at any one location.

34) MATERIAL (CLEANING) – Items that are not dispensed with each application (e.g. rags, mops, brooms, etc.).

35) METHODOLOGY – The generalization methods or scientific principles that will accomplish specific functions.

36) MONITOR – To observe and evaluate the effectiveness of an effort through a formalized procedure.

37) MULLIONS – Vertical cross bars in a window or curtain wall.

38) MUNITIONS – Horizontal cross bars in a window or curtain wall.

39) PILE LIFTER – High powered vacuum cleaner utilized to deep clean the carpet fibers and restore the pile to its original height.

40) PLANNED MAINTENANCE – This covers the complete range of any forecastable or projected work (E.g. preventive maintenance, corrective repairs, renovation work, overhauling, restoration work, etc.) that is incorporated in a program.

41) POLICING – The various routine services performed one or more times a day that are intended to be supplemental to the daily cleaning service. The intent is to maintain the desired level of cleanliness consistently through each twenty-four period.

42) POWER SCRUB – The use of automatic commercial equipment that is designed to scrub and remove adhered and impregnated soil from hard surface floors.

43) PREVENTIVE MAINTENANCE – Those work requirements that can be forecasted, the accomplishment of which, at the appropriate time, will diminish the amount of subsequent work, which would otherwise be required.

44) PRIME CONTRACTOR – The Contractor that the Authority enters into an agreement with for one or more functional areas.

45) PRODUCTIVE HOURS – Those labor hours with which an employee is theoretically capable of contributing a constructive effort towards the completion of an established or required workload.

46) PROGRAM (NOUN) – A detailed, formal structure housing the various components that comprise the assorted requirements of a functional area.

47) PROGRAM (VERB) – Taken all the isolated (with an address) identified units (E.g. work, labor, building components, etc.) that have been evaluated in terms of the dimension provided or required in some measured or qualified manner and organize them all in some intelligent and logical manner.

48) PROGRAMMED HOURS – The number of productive hours of labor that are theoretically available to perform work.

49) PROTOCOL – Formalized procedures or practices.

50) SANITATION MAINTENANCE – The generic term which is intended to include all interior-cleaning requirements.

51) SCHEDULE (VERB) – Take all the programmed units and affix a time frame in which the dimension provided or required is to be realized.

52) SCHEDULE HOURS – Identifies the number of productive hours of work that have been programmed and scheduled.

53) SCRUBBING – This is a generalized term, which gets its name from the process performed. Its thrust is to dislodge adhered and impregnated soil utilizing the methodologies of abrasion, detergency and solvency.

54) SEALER – A particular form of dressing that is designed to perform the specific task of filling in the matrix of a material or surface abrasions or inherent porosity of the substance.

55) SHIFT – Refers to an 8-hour time frame within a 24-hour period.

56) SIDEWALK – The traffic area, raised or surface level where passengers, non-production personnel or production personnel not acting in the performance of a job function are directed to use.

57) SOLVENT – Liquid media that has the property of being able to assimilate solids into suspension or solution.

58) SUPPLIES – Items that are dispensed with each application (e.g. soap, wax, lubricants, etc.).

59) SWEEPING – A generalized term which is intended to signify the moving of all “loose” type soil regardless of the size of the particle (except that size that is normally removed by a filtration process to another area where it is removed). It is usually accomplished manually by a broom and vacuum combination.

60) TECHNOLOGY – The specific technological application of the various methodologies that are available to achieve a desired end result.

61) TRASH – Debris, litter and any item or matter left in any area.

62) VACUUMING – The generic term which denotes the category of technologies which incorporate the methodology of absorption utilizing mechanical equipment that develop reduced air pressure accomplish the task.

63) VERTICAL SURFACES – Walls, partitions, doors and glass.

64) WASHING – The generic term which denotes the category of technologies that incorporate the methodologies of detergency and solvency.

65) WAXING – The generic term which denotes the category of technologies that address themselves to the problem of applying a dressing to a floor surface.

3.4 Organizational Changes

Contractor agrees to provide and review with the Aviation Authority an updated Organization Chart at least five (5) working days before any significant change occurs in either the management reporting relationships or the staffing of the Contractor's operations conducted hereunder.

3.5 Lost and Found

The Contractor shall be responsible for ensuring that all articles found by its employees are turned in to the Aviation Authority's Lost and Found Office or it's agent in charge of such articles.

3.6 Work Hours

a. Services hereunder will be provided 24 hours per day, 7 days per week, including holidays, without exception. The Contractor shall perform Policing tasks per the frequencies specified in the attached Sheets (1 through 33) from 6:00 a.m. to 10:00 p.m. (two shifts) with a minimum staff of nine (9) employees plus one (1) supervisor per shift. The Contractor shall perform Daily Cleaning tasks per the frequencies specified in the attached Sheets (1 through 33) from 10:00 p.m. to 6:00 a.m. 7 days a week with a minimum staff of nine (9) employees plus one (1) supervisor per shift. The Contractor shall perform Cycle Cleaning per the frequencies specified in Exhibit 2 Garage Janitorial Cleaning Sheets "1" through "39" from 10:00 p.m. to 6:00 a.m.

b. Response Time for Regular Service Calls The Contractor should respond verbally by telephone to a written request (action plans and corrective action procedures) by the AAR within twenty-four (24) hours of receiving the request, and shall commence janitorial maintenance within forty-eight (48) hours from the time AAR's written request is received by the Contractor.

c. Response Time To Emergency Call Services The Contractor should respond to any emergency requests within 30 minutes or sooner of Contractor receiving a written or verbal notification from the AAR or designee(s).

d. Emergency Condition- In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Chief Operating Officer, Director of Maintenance or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority.

e. Sign-In and Sign-Out Log – The Contractor's personnel shall, upon arrival, sign-in with Central Plant , and report where they will be working and which assigned

areas they will be working on. At the end of each shift, the Contractor's personnel shall sign-out with Central Plant.

3.7 Tools And Equipment Required By Contractor

a. The Contractor shall provide, at its costs, all materials, equipment cleaning solutions, degreasers, and all other miscellaneous supplies, tools, fuel, and other items required or proper for or incidental to performing activities necessary under this Contract. The Contractor shall be obligated to maintain equipment in safe operating condition at all times, and shall ensure that such equipment is operated in compliance with the Aviation Authority's LEED Program, proper safety procedures and practices. Contractor shall be responsible for all maintenance, parts and labor, to the equipment furnished by the Contractor to keep it in a safe operating condition at all times and performing to the manufactures specifications.

b. The Contractor shall provide a minimum of three (3) rider sweepers dedicated to the cleaning of the parking garages. Contractor shall provide models similar or equal in performance to the Tennant S20 Compact Mid-Size Rider Sweeper. The Aviation Authority reserves the right to determine equivalency. All equipment will be green certified. Rider specifications and proof of all green certifications must be submitted upon Contract award.

c. All powered equipment must have the following features:

   1) safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces;

   2) ergonomic design to minimize vibration, noise, and user fatigue, as reported in the user manual in accordance with ISO 5349-1 for arm vibrations, ISO 2631–1 for vibration to the whole body, and ISO 11201 for sound pressure at operator's ear.

   3) as applicable, environmentally preferable batteries (e.g., gel, absorbent glass mat, lithium-ion) except in applications requiring deep discharge and heavy loads where performance or battery life is reduced by the use of sealed batteries.

   4) Powered floor maintenance equipment must be equipped with items, such as, vacuums, guards, or other devices for capturing fine particulates and must operate with a maximum sound level of 70 dBA, in accordance with ISO 11201.

d. Cleaning products must meet one or more of the following standards:

   1) Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;

   2) UL 2792 (formerly CCD 110), for cleaning and degreasing compounds;

   3) UL 2759 (formerly CCD 146), for hard-surface cleaners;

4) UL 2795 (formerly CCD 148), for carpet and upholstery care;

5) Green Seal GS-40, for industrial and institutional floor care products;

6) UL 2777 (formerly CCD 147) , for hard-floor care;

7) EPA Design for the Environment Program's Standard for Safer Cleaning Products; and/or

8) Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).

e. The Contractor agrees that the Aviation Authority shall have the right at all times, but not the obligation, to examine all equipment, vehicles, tools, and supplies used by the Contractor, or by its officers, employees, subcontractors or agents in the performance of the Contractor's obligations under this Contract. If any of the above is found to be unsafe or not in good working condition, the Aviation Authority has the right to direct the Contractor to remove it from service, and to repair or replace it promptly. The Contractor shall ensure that the cleaning supplies provided by the Contractor are safe for use on the surfaces being cleaned and do not harm those surfaces.

f. Each piece of Contractor's equipment must be individually numbered and include the Contractor's logo. All equipment shall be kept clean and in good operating condition at all times. Bumper guards and other guards are required to prevent marking, scratching of fixtures, furnishings or building surfaces.

3.8 The Aviation Authority Representative (AAR)

a. The Aviation Authority shall have its '"AAR, who shall be designated by the Aviation Authority prior to the commencement date of this Contract, to coordinate all activities between Contractor and the Aviation Authority. The AAR will develop and make known, in writing, to the Contractor the reporting procedures and general protocol to be followed by the Contractor and its personnel in their performance under this Contract.

b. The AAR or designee will be available for the day to day interface with the Contractor's Site Manager or designee.

c. The AAR shall have initial responsibility for answering questions which may arise as to the quality of work performed, the manner of performance, the rate of progress of the work, and the acceptability of supplies, tools, and equipment purchased by Contractor.

d. The AAR shall also respond to questions which may arise as to the Aviation Authority's interpretation of this Performance Work Statement including but not limited to the scope of services and required cleaning frequencies, and Aviation Authority's satisfaction with the level of Contractor performance under the Contract. The AAR does not have the authority to change or amend the Contract.

e. The AAR may request the Contractor to increase or decrease Contractor's staff based on passenger traffic or emergency events.

f. The AAR or their designee may also issue a CDR if needed.

3.9 The Aviation Authority Quality Assurance Evaluator (AQE)

a. The AAR is responsible for supervising the Aviation Authority's QAEs whose duties include monitoring and evaluating the performance of the Contractor for the purpose of bringing any deficiencies in such performance to Contractor's attention.

b. The QAEs may request Contractor's daily staffing schedules and status of equipment at any time.

c. The QAEs are not authorized to revoke, alter, or waive any requirements of the Contract.

d. The QAE is not authorized to re-direct or supervise Contractor's staff. This includes removal of Contractor's employees.

e. The QAE will notify the AAR of any deficiency resulting in a CDR as soon as possible.

3.10 Contractor's Personnel

a. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

b. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.

c. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In

addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

d. The Contractor shall maintain a drug-free workplace 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.

e. The Contractor shall transfer promptly from the airport any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

f. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all "lost and found" articles found by its employees on Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.

g. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle. Magnetic signs are not allowed.

h. While working on airport property all of the Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

i. Throughout the duration of this contract, the Contractor must ensure at least 60% of the contract value is performed exclusively by the use of its own employees.

j. Contractor shall maintain minimum staffing of forty two (42) FTE. This includes required minimum staff of nine (9) employees plus one (1) supervisor per shift. Failure to maintain minimum staffing after notification by AAR will result in a penalty of $350 per day for a maximum of seven (7) days. After seven (7) consecutive days, Contractor will receive a QC deduction accompanied by a Show Cause Letter per section 3.32. Contractor will not be penalized for shortfalls in staffing due to emergency weather conditions, natural disasters, and acts of terrorism.

3.11 Key Personnel

a) Staffing

1) Contractor shall provide staff per the approved staffing requirements. The Aviation Authority shall have the right, in its sole discretion, to approve or reject Contractor's staff if the Aviation Authority advises in writing that such staff is objectionable to the Aviation Authority. Additionally, during the term of the Contract, the Aviation Authority may require that the Contractor promptly transfer from the Airport and replace the Site Manager, and/or Assistant Manager, if the Aviation Authority advises in writing that such manager is objectionable to the Aviation Authority. Contractor shall employ all persons necessary to perform the services as required by this contract in accordance with the approved Staffing Schedule provided to the AAR. Contractor shall not deviate from the Staffing Schedule unless written approval has been previously granted by the AAR. Contractor shall increase or decrease its staffing at such times, in such amounts and manner, and for such durations as directed by the AAR.

b) Site Manager

1) The Contractor shall employ at the Airport an experienced Site Manager, authorized to represent and act for the Contractor in matters pertaining to Contractor's operations and activities and otherwise carry out the provisions of this Contract. The Site Manager is subject to the approval of the Aviation Authority's AAR prior to assuming the position. All instructions and notices given by the Aviation Authority to such Site Manager shall be as binding as if given to the Contractor, and all statements made by such Site Manager or acting Site Manager shall be as binding as if made by the Contractor. All management and Supervisory personnel must read, write and speak fluent English.

2) The Aviation Authority reserves the right to require the Site Manager to be replaced at any time during this contract at the sole discretion of the Aviation Authority.

3) When the Site Manager is off airport property, an acting Site Manager shall be designated and always be available to the Aviation Authority on site to act in the capacity of the Site Manager. The Aviation Authority shall be advised, in writing, of the names of all acting Site Managers. Failure to inform the AAR will result in a penalty of $250.00 per day.

4) Because of the importance of management in the performance by the Contractor hereunder, the Contractor shall advise the Aviation Authority in writing of the name and qualifications of its intended Site Manager, at least ten (10) days before hiring any substitute or replacement of the existing Site

Manager. The Aviation Authority shall have the right, in its sole discretion, to approve or reject any new Site Manager selected by Contractor. During the term of the Contract, Contractor shall promptly transfer from the Airport any Site Manager if the Aviation Authority advises in writing that such manager is not acceptable to the Aviation Authority.

5) The Site Manager shall routinely inspect the areas covered hereunder to ensure that Contractor's performance of the work areas generally satisfies the requirement of the Contract.

6) Contractor's Site Manager must have at least a high school education and a minimum of five (5) years' experience in managing custodial services and operations under a janitorial contract comparable in size and scope to the work to be performed under this Contract. Such person must have knowledge and experience with cleaning methods and a proven track record of coordinating multiple tasks. They must also be capable of interpreting the requirements and cleanliness standards set forth in this Contract, and possess the monitoring, communication, and understanding skills needed to effectively manage the work to be performed under this Contract.

7) The Site Manager shall ensure that cleaning activities are performed so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the parking garage area.

8) The Contractor shall be obligated to notify the Aviation Authority as soon as practical of any defect or condition, which is not covered under the scope of this Contract that is discovered by the Contractor or his employees during their performance of their duties.

9) The Site Manager shall meet weekly with the AAR or as needed.

10) If the Contractor fails to provide a permanent Site Manager for a period exceeding fifteen (15) calendar days, the Aviation Authority reserves the right to deduct $325.00 per day from the Management Fee. The deductions shall start on the fifteenth (15^{th}) day.

11) The permanent Site Manager shall not be shared with the Contractor's current or proposed clientele for the duration of the Contract. Violation of this requirement will be subject to a Seven Hundred Dollar ($700) per calendar day penalty effective from the first day the Site Manager is removed from the Contracted site.

c) Supervisory Employees

1) The Contractor's Supervisors shall have a minimum of one (1) year of experience in a supervisory capacity involving Janitorial Maintenance

services, which demonstrates the experience and skills necessary to manage the work to be performed under this Contract. The persons designated by the Contractor as Supervisors, and any replacement, shall be subject to the Aviation Authority's prior written approval.

2) Supervisors shall possess the knowledge in monitoring performance effectively, respond and redirect personnel as needed during emergency situations, and be responsible to perform daily quality control inspections during each shift to ensure a high level of cleanliness. All management and supervisory personnel must read, write and speak fluent English.

3) Supervisors shall possess the knowledge in monitoring contractor's personnel performance effectively, respond and redirect personnel as needed during emergency situations and be vested with authority to respond to any concerns raised by the Aviation Authority.

4) Contractor's Supervisors shall be responsible for enforcing discipline and good order among the employees under their supervision and ensuring that their work is performed in a high quality manner.

3.12 Uniforms

a. The Contractor shall furnish each of its employees with appropriate uniforms on which Contractor's name shall be prominently identified. All of the Contractor's employees shall wear their uniforms at all times while on duty. The uniforms shall be neat, clean, fit properly and be in good repair. The uniforms must meet OSHA standards for nighttime uniforms, including reflective material as required.

b. Should the primary Contractor employ subcontractors to perform a portion of the work hereunder, the subcontractor's uniforms must match the Contractors uniforms in color and style. However, the subcontractor may, with the approval of the Contractor, use its own name and logo on the uniforms.

c. The men's and women's janitorial (non-supervisory) uniforms, which the Contractor shall provide, will consist of industrial work shirt/smocks, hi-quality T-shirts, or polo shirts and pants or shorts. Shirts/smocks are button front with collar and pocket; pants and shorts are standard industrial type work pants and shorts. Shorts must fall below the knee and be in good condition. Belts shall be worn at all times with pants or shorts. All Contractor jackets or other outerwear shall bear the Contractor's logo. All uniforms shall be approved by the Aviation Authority for color coordination and comply with all legal and safety requirements including, without limitation, the requirements of OSHA.

d. Contractor shall furnish each of its supervisory personnel a uniform which includes company identification on the outside to distinguish them from the non-supervisory personnel.

e. Any of the Contractor employee(s) (supervisory or non-supervisory) working under this Contract and not wearing a uniform which complies with the provisions of this Section shall immediately be suspended from further duties hereunder until such time as the employee returns wearing the proper uniform.

3.13 Performance Requirements

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

b. Dates for commencement and completion of additional work will be on an as-needed basis and shall be coordinated with the AAR.

c. Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.

d. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Safety Data Sheets on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

e. Contractor shall perform all of its obligations and functions under the resulting Contract in accordance with this specification, and to industry standards to ensure that the Services provided are in accordance with the material manufacturer's specifications and all applicable code requirements. The Contractor shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the Authority and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority, its tenants, or the traveling public.

f. Services shall be performed by qualified personnel trained and experienced in providing services of this type and in compliance with all Federal, State, and City of Orlando regulations. OSHA rules and regulations shall be followed at all times.

g. 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 Building Services Manager.

h. The Contractor shall be responsible for preparing the concrete surface in each area to be cleaned/scrubbed. Field measurements needed to determine the actual

material requirements are the responsibility of the Contractor; any approximate measurements referenced in this Specification **DO NOT** reflect actual Services requirements. The Contractor shall provide all necessary incidental materials not listed but necessary to complete the Services. All materials and equipment shall be appropriate for their intended use and that includes limited pressure washing to remove chewing gum deposits.

i. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Appropriate safety gear, shall be provided by Contractor to all employees as necessary under this contract.

j. It is the Contractor's responsibility to familiarize itself with access to each work site and the Contractor shall be responsible for delivery of all equipment and materials to each work site.

k. Contractor shall advise the Aviation Authority as soon as practical of any defect or condition which may adversely affect this contract work, including any defect or condition which is not covered under the scope of the contract.

3.14 Contractor Inspection

The Contractor is responsible for performing a minimum of one (1) inspection monthly and shall have performed all inspections and tests necessary to substantiate that the supplies or services furnished under this Contract conform to Contract requirements, including any applicable technical requirements for specified manufacturers 'equipment, supplies, or services, as requested by the AAR.

3.15 Evaluation of Services

a. The Aviation Authority has the right to evaluate all services performed by the Contractor, to the extent practicable at all times and places during the term of the Contract. The Aviation Authority shall use reasonable efforts to perform evaluations and tests in a manner that will not unduly delay the work. No evaluation or right of evaluation by the Aviation Authority shall relieve the Contractor of any performance or inspection obligations hereunder.

b. If any of the services do not conform to the Contract requirements, the Aviation Authority may require the Contractor to perform the services again in conformity with Contract requirements.

c. When the Defects (as defined in Contract Definitions Section 3.3) in services cannot be corrected by re-performance, the Aviation Authority may require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements.

d. If the Contractor fails to promptly perform the services again in conformity with Contract requirements, and the Defects could have been corrected by re-performance, the Aviation Authority may:

1. Perform the services, or Contract with others to perform the services, and charge to the Contractor any cost incurred by the Aviation Authority that is directly related to the performance of such service; and/or

2. Reduce the amount payable to the Contractor on account of such Defects, as set forth in this Contract;: and/or

3. Terminate the Contract for default.

3.16 Accident/Incident / Damage Reports

a. The Contractor shall promptly notify the Aviation Authority of any incidents or accidents arising out of the performance of this Contract involving property damage or personal injury with the notification including an assessment of any damage or injury which may result from such incident.

b. Contractor shall promptly complete any report forms required by the Aviation Authority describing the incident or accident. Contractor shall be responsible for claims arising out of any such incident or accident as provided in the General Conditions.

3.17 Waste Removal

a. All collected trash must be removed by the Contractor to area(s) designated by the Aviation Authority. During each working shift, Contractor shall remove all debris generated in performing hereunder, with the removal completed as directed by the Aviation Authority. The Aviation Authority then has the responsibility for the removal and disposal of the waste from Airport property.

b. Cleaning of mops and other Contractor equipment shall be accomplished only in utility sinks available for that purpose or other Aviation Authority provided disposal areas. All dirt and debris resulting from work under this Contract shall be disposed of in Aviation Authority furnished trash containers. Disposition of all dirt, trash bags, and debris shall be accomplished regularly. The Contractor shall clean all receptacles used for cleaning of mops, pails, and other utensils before leaving the service location.

c. Under no circumstances shall Contractor dispose of any material in the storm drains.

3.18 Aviation Authority's Recycling Program

a. Contractor shall support the Aviation Authority's recycling program by ensuring that all of its employees are trained on how to identify recyclable products and comply with the requirement of placing such products in appropriate recycling containers located throughout the Parking areas as listed in this Contract. Contractor shall be responsible for emptying recycling containers in accordance with the Aviation Authority's recycling program.

3.19 Safety and Training

a. **Safety Program**

1) The Contractor shall use a sign denoting "WET FLOOR" or "WAXING FLOOR" alerting personnel and other persons to a hazardous condition that exists from standing water, wash and wax, and strip and wax operations.

2) The Contractor shall clean, repair, replace or restore all building finishes or property soiled or damaged due to the Contractor's operations to a condition not less than that existing immediately prior to the damage and without cost to the Aviation Authority. Misuse or abuse of Aviation Authority property shall be a default under the terms of the Contract.

b. **Training Program**

1) The Contractor shall provide each employee engaged in the performance of work under this Contract with the training needed to safely and competently perform the work hereunder. Training will also include but will not be limited to operation of high reach equipment such as scissor lifts and/or spider lifts.

2) For work to be performed under this Contract, at a minimum, each employee shall receive training in the following areas prior to beginning work on Aviation Authority property or when new procedures, methods, equipment or chemicals have been introduced:

a. General Orientation on areas of Contractor's responsibility.
b. Introductions to Contractor's areas of assignments.
c. Cleaning chemicals-usage and safety precautions.
d. Tools and equipment operations per OSHA Standards.
e. Safety issues and compliance with OSHA Act of 1970.
f. Safety while working with equipment and heights per OSHA standards.

3) The Contractor shall maintain as a part of each employee's employment record a training record for such employee. The training record shall show, at a minimum, the employee's name, date of employment, and the type and date of each training class attended and signed by the employee. A transcript of the training records and certifications shall be made available to the Aviation Authority upon request.

3.20 Customer Service

The Orlando Experience is to create, operate and maintain first class, state-of-the-art facilities for the traveling public and for the residents of the communities in the region. The Submitter understands that customer service is an issue which they have considered before entering into a Contract to provide Parking Garage Janitorial Maintenance; that travelers and staff at the Orlando International Airport will reasonably expect that the quality of services provided by the contractor and the contractor's personnel will be of the highest standard and consistent with "The Orlando Experience". The Submitter agrees that the conduct, attitude and performance of their staff is materially critical to meeting the goals of "The Orlando Experience"; agrees that it is in the best interest of all concerned that travelers and employees at the airport be provided with services of the highest quality and that the contractor will be held to the highest standard in providing such services as described herein.

3.21 Use of Premises

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

3.22 Parking

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

3.23 Supplies and Materials Provided By the Aviation Authority

a. General:

1) The Aviation Authority shall make a reasonable effort to coordinate the operations and activities of the tenants and others that utilize the parking garage areas as listed in this contract in order to minimize, to the extent practical, interference with performance by the Contractor.

b. Supplies And Materials furnished by the Aviation Authority:

1) The Authority will purchase and provide at no cost to the Contractor trash liners to be used in performing the specification of the Contract. Such supplies and materials shall be used only for this Contract and will not be removed from premises or utilized in any manner outside this Contract.

2) All items above will be procured by the Aviation Authority and stored at Aviation Authority's Material Control Warehouse, located at Orlando International Airport. The Material Control Warehouse is open for issuing materials Monday through Friday from 7:30 a.m. until 4:00 p.m. except for the Aviation Authority Holidays. Material Control shall notify the Contractor in the event the issuing hours change.

3) The Contractor shall pickup supplies often enough to prevent running out of these supplies to stock the defined areas in this contract. However, the Contractor shall not maintain excessive amounts of supplies in the parking garage areas.

c. Office and Storage Space :

1) The Aviation Authority will provide to the Contractor, a secure area for office and storage space in order to perform its obligations of this Contract. This space will include walls, secured entry, utilities and a cage for storage if needed. Further modifications to this space will be at the sole expense and responsibility of the Contractor. Contractor may store supplies and equipment, provide adequate administrative support as required to perform the work functions under this Contract in Aviation Authority assigned locations. All space provided to the Contractor is “as is” condition. The Contractor shall not use the space assigned to support any other functions of the company beyond the scope of services of this Contract.

2) The Contractor shall bear all risk of loss, damage or theft of any supplies and equipment stored in the assigned spaces.

3) The Contractor shall keep the assigned areas clean at all times and comply with all applicable regulations regarding storage and office spaces, follow all applicable fire codes and airport regulations.

4) Approval for modification of any assigned office and storage space requires approval of the AAR and the Aviation Authority’s construction department and receive approval through the tenant build out process. Contractor must provide for and pay for their own Contractor. Contractor must ensure all necessary permits are acquired before any construction has started.

5) The Contractor shall bear 100% risk of loss, damage theft for any approved modification improvement made to Aviation Authority assigned office and or storage space.

6) The Aviation Authority will provide the Contractor, at the Aviation Authority's sole cost, with utility service (excluding international, interstate, and intrastate telephone calls, and directory assistance telephone service charges) where available in the Aviation Authority's designated office spaces and required by the Contractor to perform its obligations and functions under this Contract.

d. Keys

Contractor shall be responsible for security of keys at all times and shall promptly report any lost or missing keys to the Aviation Authority. Contractor shall return all parking area related keys in its possession to the Aviation Authority at the end of the Contract.

e. On-Site Communications

1) The Contractor shall provide, at its sole cost, all communications equipment necessary to properly and efficiently perform its obligations under this Contract to include sufficient two-way radios (programmable to interface with GOAA radio system) smart/cell telephones, facsimile/copy machines, office computers, including all accessories, maintenance and repair services for its communications equipment, and all connectivity and retransmission requirements for same.

2) While on duty, all Contractor and Sub-Contractor maintenance personnel shall be equipped with two-way radios. The Contractor's employees and subcontractors shall abide by the Aviation Authority's established radio use procedures and etiquette requirements at all times. Radios provided and maintained by the Contractor must be suitable/programmable to the Aviation Authority's radio frequency.

3) The Contractor shall provide and maintain throughout the term of the Contract a minimum of twelve (12) operational two-way radios. All radios including replacements, chargers, batteries, maintenance and repair shall be provided at no additional cost to the Aviation Authority.

4) On the date of the Contract commencement, and as needed to reflect changes thereafter, the Contractor shall provide a list of all employees including name, position, and radio and/or smart cell phone contact numbers to the AAR. The Aviation Authority shall assign a specific radio call number or ID ("call sign") to all Contractors employees assigned radios so that the Aviation Authority can contact specific Contractor personnel directly by radio. The Aviation Authority shall assign a universal radio call number or ID for the on-duty supervisor position and other key personnel in the organization structure that can be used on each shift so that the same radio call sign can be used to contact or dispatch the on-duty supervisor regardless of who the actual person on duty is. The AAR reserves the right to approve or deny any or all radio call signs.

5) For computer needs other than accessing EAMS Maximo, the Contractor shall be responsible for its own IT equipment including computers, copiers, modem, printers, DSL lines, fiber cost, connectivity cost, etc. to its staff for normal business purposes. The Contractor's computers shall not be permitted access to the Aviation Authority's internal network. Employees will communicate via the Contractors email system to the Aviation Authority's personnel.

6) The Contractor shall provide contact information for the Site Manager, and Supervisors and others as required where information requests can be forwarded or other exchanges of information may occur. E-mail services shall be on the Contractor's company provided e-mail system and shall be at the sole cost of the Contractor. If the Contractor chooses to have Internet Access available for its use, all costs shall be at the Contractor's sole expense. The Contractor shall ensure only appropriate, business related websites are accessed from any computers located on the Aviation Authority premises.

7) The Contractor shall be responsible for any damage to, or loss of, any Aviation Authority provided equipment and shall return all such equipment to the Aviation Authority at the expiration of the Contract or earlier termination. The Contractor shall be responsible to reimburse the Aviation Authority for any lost or damaged equipment at its replacement value, as determined by the AAR.

3.24 Computerized Maintenance Management System Requirements

The Contractor will provide a computerized maintenance management program for the Contractor to utilize and support. The Contractor shall provide related data entry and asset management services which include but will not be limited to, the following:

1) Scheduling jobs (Cycle Cleaning, Floor Restoration, etc.) and work orders.

2) Tracking Contract Discrepancy Reports, special projects, emergency response, customer complaints, etc.

3) Tracking contractor staff starting and ending time, date and time, and the total hours worked for each requested task.

4) Tracking of work orders, cleaning schedules and equipment downtime.

5) Managing the cleaning supplies inventory such as recording where supplies are stored, the value of the inventory in the Contractor's Storage Rooms per Aviation Authority's pricing information, determining when to restock materials, and the turnover rate of the inventory.

6) Management and assignment of work for planned cleaning tasks based on the Aviation Authority provided schedules.

7) The Contractor will provide direct access to the computerized system to the Aviation Authority as read-only. All requested reports and information generated by the system shall be immediately available to the AAR after the initial installation and setup of the system is completed. Data shall be entered into the system within twenty-four (24) hours of occurrence.

8) The Contractor shall utilize the system to provide reports and graphs, to the AAR.

3.25 Quality Control

a. The Contractor shall develop and maintain an effective Quality Control Program (QC Program) to ensure janitorial services meet the requirements of this SPECIFICATION. At a minimum the QC Program must include the following:

1) A description of the inspection system to cover all services shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, submission of monthly QC schedule, the title and organizational placement of the inspectors, and procedures for contacting the inspector(s). Additionally, control procedures for any Aviation Authority provided keys or lock combinations shall be included.

2) The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor shall develop quality control procedures addressing the areas identified in Section 3.0.

3) The inspection system shall cover all locations. It must specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, or the title of the individual(s) who shall perform the inspection(s).

4) QC inspections, with “before and after” pictures, will be performed on a weekly basis with the Contractor submitting copies of the reports at the end of the month with their invoices.

5) The QC Program must identify the method for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unsatisfactory.

6) The Contractor shall maintain a file of all QC inspections conducted and the corrective action taken. This documentation shall be made available to the Aviation Authority throughout the term of the Contract. The Aviation Authority reserves the right to require the Contractor to provide a copy of

this entire file at no expense to the Aviation Authority at any time prior to final payment, which includes payment of any requests for equitable adjustment.

b. A copy of the Contractor's QC Program shall be provided to the AAR within ten (10) days of the issuance of the Notice of Intent to Award. An updated copy must be provided to the AAR as changes occur.

c. The AAR shall review the Contractor's QC Program within ten (10) days of submittal, verifying that it addresses the requirements of Specification Section 3.0. If the QC Program does not adequately address the requirements of this Section (as determined by the AAR at the AAR's discretion), the AAR will notify the Contractor in writing. The Contractor will have ten (10) days to make the QC Program compliant.

d. Failure to maintain an up to date file of QC Inspections conducted and the corrective action taken will result in a CDR deduction.

3.26 Monthly Cleaning Schedule

The Contractor shall establish a complete Monthly Cleaning Schedule for all areas serviced during each month (e.g. include Daily Cleaning, Floor Care, Cycle Cleaning, Policing, and Window Cleaning). This schedule shall specify the specific location, start time, completion time, and tasks to be performed. The Contractor shall submit the initial Monthly Cleaning Schedule to the AAR within ten (10) days of the issuance of the Notice of Intent to Award, and the schedule and any changes to the schedule shall be subject to the prior approval of the AAR) Thereafter, the Contractor shall submit revisions to the Monthly Cleaning Schedule at least ten (10) days in advance of the proposed implementation date of any changes. Once a Monthly Cleaning Schedule has been submitted to the AAR (and approved by the AAR), the Contractor shall be required to adhere to that schedule. Failure to provide the Aviation Authority with a Monthly Cleaning Schedule ten (10) days prior to a change of schedule will result in a deduction per Section 3.33 under QC Deduction.

3.27 Categories of Cleaning Service

a. Daily Cleaning - This category contains the various routine levels of cleaning that are required on a daily basis. Floor Care is a function of Daily Cleaning.

b. Policing - This category contains the various routine services performed one or more times a day that are intended to be supplemental to the daily cleaning service. The intent is to maintain the desired level of cleanliness consistently through each twenty-four hour period.

c. Cycle Cleaning - This category contains the periodic services that are intended to clean to a "like new" condition. This service includes, but is not limited to, high dusting, wall washing, steam cleaning, floor stone restoration and other detailed services not included in daily cleaning or policing.

d. Floor Care **-** Shall be responsible for cleaning services that are intended to clean to a "like new" condition. This service includes, but is not limited to pressure washing, parking deck scrubbing, steam cleaning, dressing Vinyl Composition Tile (VCT), hard floor restoration and other detailed services not included in daily cleaning, cycle cleaning, or policing.

e. Window Cleaning – This category includes services which are specific to windows.

3.28 Cycle Cleaning Scheduling

Contractor is responsible for the scheduling of all Cycle Cleaning in a manner that ensures the required work will be performed. Cycle Cleaning shall be performed during the Work Hours stated in specifications. Within 30 days of the issuance of the Notice to Proceed and within 30 days of each anniversary of the Contract Award, Contractor shall submit a detailed schedule of Cycle Cleaning to be completed during the upcoming Contract year. The required Cycle Cleaning frequencies are listed on Parking Garage Janitorial Cleaning Sheets 1 through 39.

3.29 Cleaning Tasks

The Contractor shall perform janitorial services at the frequencies and areas detailed in both the sheets and reports (Exhibit 2 Parking Garage Janitorial Cleaning Sheets 1 through 39). Each component may have multiple finishes which require varying cleaning methodologies to maintain the standards set forth in this specification. The Contractor shall be liable to the Aviation Authority for any damage caused as a result of cleaning materials or cleaning methods used in the performance of this Contract. The following details the tasks associated with each area:

a. Daily Cleaning – The Contractor shall accomplish all Daily Cleaning tasks required to meet the requirements of this Specification.

1) All floors, except carpeted areas, shall be cleaned as needed, to ensure they have a uniform, glossy appearance and freedom from dirt, debris, dust, scuff marks, heel marks, stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be clean.

2) All trash receptacles and other items shall be free from floor maintenance solutions residue. All items moved to facilitate cleaning shall be returned to their original and proper position.

3) All trash containers shall be emptied and returned to their initial location. Boxes, cans, paper placed near a trash receptacle and marked “TRASH” shall be removed. Any obviously soiled or torn plastic trash receptacle liners shall be replaced. The trash shall be deposited in the nearest outside trash collection container. Trash receptacles shall be left clean, free of foreign matter, and free of odors.

4) The Contractor shall move all collected trash and all debris generated in performing hereunder to area(s) designated by the Aviation Authority. The Aviation Authority is responsible for the removal of the waste from airport property. Aviation Authority public areas shall remain free of accumulated trash.

5) The Contractor shall clean all public ashtray urns as necessary to maintain clean appearance. Ashtrays shall be free of litter, ashes, odor, and stains.

6) The Contractor shall clean all interior glass, including glass in doors, partitions, walls, display cases, directory boards, etc. After cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

7) The Contractor shall clean all hand railings. After cleaning, there shall be no traces of film, dirt, smudges, water, or other foreign matter.

8) The Contractor shall clean and disinfect all porcelain and polished metal surfaces, including the orifices and drain, as well as exterior surfaces of fountain. Drinking fountains, porcelain and polished surfaces shall be free of streaks, stains, spots, smudges, scale, and other obvious soil.

9) All stairs and landing, roadways, parking areas, sidewalk, and floor surfaces shall be cleaned as appropriate for the particular floor covering. Grease and grime shall be removed from stair guards, handrails and baseboards. Contractor shall remove all marks, dirt, smudges, scuffs, and other foreign matter from adjoining stairwell walls to provide or maintain a clean, uniform appearance. All floor surfaces shall be free from dirt, debris, litter, scuffs, and foreign matter.

10) The Contractor shall vacuum carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter and other foreign matter. Any spots shall be removed by carpet manufacturer’s approved methods as soon as noticed. The Contractor shall promptly bring all tears, burns, and raveling to the attention of the AAR.

11) The Contractor shall perform spot cleaning on a continual basis. Spot cleaning includes, but is not limited to removing, or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, temperature controls, fixtures, and furnishings. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

12) All horizontal and vertical surfaces and furnishings must be dusted or cleaned to eliminate dust collection. After dusting, all horizontal and vertical surfaces, and furnishings shall be free of dust.

13) The Contractor shall spot clean (dust and wash) all elevators and remove all loose, adhered soil. The Contractor shall pick up trash and litter. The Contractor shall dress all metal surfaces with metal polish. The Contractor shall sweep, dust, mop, or vacuum the entire floor. After cleaning surfaces, polished surfaces shall be free of streaks, stains, spots, smudges and other obvious soil. All floor surfaces shall be free from dirt, debris, litter, scuffs, and foreign matter.

14) The Contractor shall spot clean (dust and wash) all escalators and moving sidewalks (except treads) and remove all loose, adhered soil. The Contractor shall pick up trash and litter. The Contractor shall dress all metal surfaces with metal polish. After cleaning surfaces, polished surfaces shall be free of streaks, stains, spots, smudges and other obvious soil.

15) The Contractor is responsible for daily inspection and cleaning of the gravel surfaces located under the helix structures. All debris and garbage shall be removed from the gravel area daily and disposed of properly.

b. **Policing** – Policing supplements Daily Cleaning and are those services performed to ensure that each area to be cleaned under this Specification remains clean**.**

1) The specific tasks performed in Policing include those tasks that fall under Section 3.26, Daily Cleaning; and Section 3.29.d, Window Cleaning services. The primary differences between Daily Cleaning services and the performance of Policing services are that in Daily Cleaning services all items in each area must be cleaned each day. Whereas in Policing, the Contractor schedules the appropriate level of cleaning and supplies replenishing in a manner necessary to keep the parking area locations up to standards in accordance with this Specification at all times.

2) The Contractor, with the AAR;s approval, may have to adjust Policing frequencies at various times and at various locations established at the start of the Contract to accommodate passenger traffic usage patterns throughout the Contract period. Policing shall be done as often as necessary to ensure the Parking areas present a clean image to the traveling public and other users of the Parking areas are free of dust, dirt, debris, scuff marks, stains, soil, film and odors. Any adjustment to frequency shall be approved by AAR prior to implementation.

c. Projects: Cycle Cleaning Services and Floor Cleaning Services

1) The Contractor shall strip, scrub, seal, and wax floors as necessary to maintain a uniform glossy appearance. A non-skid wax is required. A uniform glossy appearance is free of scuffmarks, heel marks, wax build- up, and other stains and discoloration.

2) The Contractor shall clean and wash entire surface of all elevators to remove all loose, adhered, and impregnated soil. The Contractor shall pick up trash and litter. The Contractor shall strip and re-coat all stainless steel with metal polish. The Contractor shall sweep, dust, mop, or vacuum the entire floor. After cleaning surfaces, polished surfaces shall be free of streaks, stains, spots, smudges and other obvious soil. All floor surfaces shall be free from dirt, debris, litter, scuffs, and foreign matter.

3) The Contractor shall clean and wash the entire surface of all escalators, moving sidewalks (excluding treads), stairs, and landings to remove all loose, adhered, and impregnated soil. The Contractor shall strip and re-coat all stainless steel with metal polish. After cleaning surfaces, polished surfaces shall be free of streaks, stains, spots, smudges and other obvious soil.

4) The Contractor shall perform high cleaning of all piping to remove all loose, adhered, and impregnated soil from the entire surface area (including, but not limited to connecting pipes and related supporting structures).

5) Light fixtures located at or under a twelve (20) feet height shall be dusted and cleaned to remove all loose, adhered, and impregnated soil. Covers that do not require tools to be removed shall be cleared of all debris. Covers which require tools for removal will be placed on a Work Order for removal by Aviation Authority staff and then cleaned by the Contractor. The cover will then be re-installed by Aviation Authority staff.

6) Vertical surfaces (high cleaning): The Contractor shall wash and clean the entire surface area of Vertical surfaces at or under a twelve (20) feet in height. The Contractor shall remove all dust, dirt, gum, smudges, and fingerprints, adhered and impregnated soil. The Contractor shall dry and remove all streaks from surface ledges, adjoining windows, window frames and sills. The surfaces shall have a uniform appearance, be free of streaks, spots, and other evidence of removable soil. The Contractor will be responsible to provide training and certification for operating high reach equipment per OSHA standards refer to Section 3.19

d. Window Cleaning- The areas to be serviced include all windows

1) Dust, wash, and clean windows to remove all loose, adhered, and impregnated soil from the entire surface area (including, but not limited to, all sills, sunshades, louvers, muntons, mullions, connecting pipes, related supporting structures and light fixtures).

2) Any dirt, grime, or other adhered soil or impregnated soil that is not water soluble should be removed with an approved mechanical or chemical means.

3) All windows should be cleaned and all moisture removed. Moisture must also be removed from all sills, sunshades, louvers, muntons, mullions, connecting pipes, related supporting structures, light fixtures, and floor surfaces.

4) When the cleaning of a window is complete, the window should be free from all foreign substances, including but not limited to streaks, drips, mildew, fingerprints, or any other loose or adhered soil.

5) Light fixtures shall be dusted and cleaned to remove all loose, adhered, and impregnated soil.

6) Vertical surfaces: Wash and clean the entire surface area. Remove all dust, dirt, gum, smudges, fingerprints, adhered and impregnated soil. Dry and remove all streaks from surface ledges, adjoining windows, window frames and sills. The surfaces shall have a uniformed appearance, be free of streaks, spots, and other evidence of removable soil.

3.30 Subcontracted Costs/ Additional Services

a. The Aviation Authority will reimburse the Contractor for actual subcontractor costs incurred in the performance of AAR pre-approved projects. Invoices for all subcontracted work, labor and materials shall be provided and shall clearly indicate a description of the work and the total cost. The Contractor shall include a copy of the actual invoice received from its subcontractor along with its invoice to the

Aviation Authority for “Subcontracted Work”, and only those charges supported by the documentation shall be payable. There shall be no Mark Up.

b. If the Aviation Authority requests the Contractor to provide services in addition to those specified above, the Contractor shall develop a work plan detailing the specific tasks to be completed and provide a detailed not-to-exceed budget for performing such Additional Services. The Contractor shall not perform any Additional Services until the Aviation Authority has issued a written notice-to-proceed with the execution of the work plan.

c. The Contractor will not be authorized to perform or invoice the Aviation Authority for any work not specifically authorized in the notice-to-proceed notice.

d. In the event of an emergency, or as the Aviation Authority may from time to time request, Contractor shall be required to perform other and additional parking garage janitorial maintenance services outside the scope of the Contract.

e. Compensation to Contractor for such additional services shall be reimbursed at the Hourly Rate set forth in the Solicitation Pricing Pages . If any rental equipment is needed to perform the additional services, the Aviation Authority with written approval of the AAR will reimburse the Contractor at its cost.

f. Invoices for Additional Services will include backup information such as pictures and emails and the approval documentation.

3.31 Inspection and Approval

Upon completion, the AAR will inspect areas where work has been performed. The Contractor shall provide daily work sheets stating area where work was accomplished, name(s) of personnel and hours worked. The AAR shall sign off the daily work ticket when work is satisfactorily completed. Contractor must correct deficiencies noted during inspection within seven (7) working days following receipt of written notice of such deficiency.

3.32 Aviation Authority Quality Assurance

a. Contractor performance will be evaluated to determine if it meets the Contract standards. Periodic surveillance will be the method of surveillance for all required service items.

b. The Aviation Authority’s Quality Assurance Evaluator (QAE) will use Periodic Surveillance as the method of evaluation for the performance requirements. The QAE shall also consider any customer complaints received. The QAE shall record any Defects during Periodic Surveillance or customer complaints and issue a Contract Discrepancy Report (CDR) to the supervisor on duty.

3.33 Performance Evaluation

a. Performance of a service will be evaluated daily to determine whether or not it meets the performance requirements of the Contract. When a service does not meet the requirements of the Contract (a Defect), a Contract Discrepancy Report (CDR) will be issued to the Contractor by the Aviation Authority. The Contractor shall correct all Defects within thirty (30) minutes after notification for Daily Cleaning and Policing Defects, and within twenty four (24) hours after notification for Cycle Cleaning, Floor Care, Window Cleaning, and Additional Services Defects. If the Defect is corrected within the allotted time after notification, the Defect shall be considered acceptable. If the Defect is not corrected within the allotted time frame, such failure to correct shall be noted on the CDR and will result in a deduction from payment due hereunder to the Contractor, as set forth herein. A re-evaluation fee will be charged for every CDR issued, see Section 3.34. CDRs will be issued per quadrant as detailed in Exhibit 2 Garage Janitorial Cleaning Sheets “1” through “39:”

b. If the Contractor is required to correct or re-perform a Defect, it shall be at no cost to the Aviation Authority, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the Aviation Authority may issue additional CDRs based on the CDR schedule as found in Section 3.33 Specification, and by Contract or otherwise, correct or replace with similar services and charge to the Contractor the cost incurred by the Aviation Authority thereby, or make an equitable adjustment in the Contract price.

c. Repeated failure to perform in the same area may result in the termination of this Contract by Contractor default.

d. CDRs will be issued based on performance services under section 3.33 and section 3.34.

e. Re-Evaluation Fee – If after evaluating services for acceptability, the Aviation Authority determines those services were unacceptable, and 1) the Contractor is required to re-perform those services, and 2) the Aviation Authority re-evaluates the performance after the services are re-performed, the Contractor shall, in addition to any other remedies set forth herein, pay to the Aviation Authority a Re-Evaluation Fee. The Contractor will not be charged with a Re-Evaluation Fee when the unacceptable performance is beyond the control and without the fault or negligence of the Contractor.

f. Start-Up And Transition – The Aviation Authority shall evaluate the Contractor’s performance daily throughout the Contract period, however during the first ninety (90) days of Contract performance neither deductions for Defects not corrected in a timely manner nor Re-Evaluation Fees be assessed. This ninety (90) day grace period is intended to help facilitate an orderly transition upon Contract

commencement. The delay or failure by the Aviation Authority at any time to insist upon a strict performance of any of the standards set forth herein or to exercise any rights or remedies arising from a breach or failure to meet such standards shall not be deemed a waiver thereof or of any subsequent breach, failure or default. The agreement not to deduct for Defects not corrected in a timely manner or to charge Re-Evaluation Fees shall not be a waiver of any other rights the Aviation Authority has hereunder, including rights of termination.

g. Deductions From Payment

1) Any deductions from payment shall be taken from the monthly fee for the month in which the Quality Assurance Evaluator makes the determination that deduction is appropriate, regardless of the period in which the performance occurred.

2) Deductions for staffing will be as follows: Contractor shall provide the minimum staff as designated in the Parking Garage Janitorial Summary. Contractor shall provide actual headcount information (rosters) to the AAR following the agreed to protocol and processes daily within 1 hour of the beginning of each shift. This roster will be reflective of the actual on-site personnel. Personnel will support the designated responsibilities and objectives for the complete shift and not be reassigned to other areas outside of the scope of this Contract unless approved by the AAR prior to the reassignment. The Payroll information submitted as part of the invoice supporting documentation should confirm the daily rosters submitted to ensure submitted information aligns with the payroll processed. Notification of the discrepancy shall be issued within the following 24 hour period of receipt of the daily required rosters.

a. Required staffing is to be maintained at no less than 95% of the required staffing to support the contract. Should the staffing fall below 95% for any reason or duration of the Contract, there shall be a $350 per day deduction until the proper staffing has been re-established.

b. Should required staffing remain below the acceptable 95% rate of attendance for more than seven (7) days the following deductions shall be applicable:

i. Day 8 - $5,000.00 (accompanied by a Show Cause Letter)
ii. Day 20 - $10,000.00
iii. Day 30 - $15,000.00 (may result in a Contract termination or default)

3) Deductions are taken as indicated in the CDR schedule as found in Section 3.34.

4) Potential deductions for not maintain Inspection Files are limited to the number of times the Aviation Authority asks to see those files.

5) Potential deductions for Cleaning Schedules are limited to the number of times Cleaning Schedules are due to be submitted to the Aviation Authority.

6) Contractor shall not be deemed in default or required to pay Re-Evaluation Fees if deficiencies are the direct result of its response to the Aviation Authority's request to respond to an emergency situation.

3.34 CDR Deduction Schedule

a. Each CDR received will result in a deduction per the schedule listed below.

b. Each CDR form will be accompanied by a photograph indicating the deficiency.

c. In addition to the amount listed below, each CDR will have a re-evaluation fee.

d. The amount of the CDR deduction will increase daily based on the escalation shown in Table No. 1 CDR Scenario.

e. The deductions for unsatisfactory re-performing work for an issued CDR will be taken cumulatively over a twenty-four (12:00am – 11:59pm) period based on the rates shown in Table No. 1 CDR Scenario.

f. QC Deduction - CDR's issued (whether re-performed satisfactorily or not) in a 24 hour period will be counted and if the number exceeds ten (10) the following QC deductions and provisions are applicable:

10th CDR - $5,000.00 (accompanied by a Show Cause Letter)
11th CDR - $10,000.00
12th CDR - $15,000.00 (may result in a Contract termination or default)

g. See below Tables:

1) Table No. 1 Example of an unsatisfactory completed CDR scenario
2) Table No. 2 Example of satisfactory completed CDR scenario

Table No. 1 Example of an unsatisfactory completed CDR scenario

Daily CDR Number	Time Issued	Deduction	Re-Evaluation Fee	Total Amount
1	8:00 am	$100.00	$100.00	$200.00
2	8:30 am	$200.00	$100.00	$300.00
3	10:00 am	$400.00	$100.00	$500.00
4	11:00 am	$1,000.00	$100.00	$1,100.00
5	11:30 am	$1,500.00	$100.00	$1,600.00
6	12:30 pm	$2,000.00	$100.00	$2,100.00
7	1:30 pm	$2,500.00	$100.00	$2,600.00
8	3:00 pm	$3,000.00	$100.00	$3,100.00
9	4:30 pm	$4,000.00	$100.00	$4,100.00
			Daily Total	$15,600.00

Table No. 2 Example of satisfactory completed CDR scenario

Daily CDR Number	Time Issued*	CDR Deduction	Re-Evaluation Fee	Total Amount
1	8:00 am	$100.00	$100.00	$200.00
2	8:30 am	$200.00	$100.00	$300.00
3	10:00 am	$300.00	$100.00	$400.00
4	11:00 am	$400.00	$100.00	$500.00
5	11:30 pm	$500.00	$100.00	$600.00
6	12:30 pm	$600.00	$100.00	$700.00
7	1:30 pm	$700.00	$100.00	$800.00
8	3:00 pm	$800.00	$100.00	$900.00
9	4:30 pm	$900.00	$100.00	$1000.00
		Daily Total	**$900.00**	$5,400.00

3.35 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.

3.36 Exhibits

Exhibits are attached hereto and incorporated herewith.

h. Exhibit 1 – Contract Discrepancy Report

i. Exhibit 2 – Parking Garage Janitorial Cleaning Sheets

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Awards

As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all 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 Solicitation shall conform to applicable policies of the Aviation Authority.

4.2 Responsible Vendor Determination

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

4.3 Additional Terms & Conditions

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

4.4 Purchasing Contracts With Other Governmental Entities

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

4.5 Lobbying Statement

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

Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (23))

4.6 Whistle Blower Reporting Line

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

4.7 EEO Statement

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

4.8 Federal Fair Labor Standards Act

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

4.9 Occupational Safety And Health Act of 1970

All Contracts and Sub-Contracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full

text. Contractor (also known as Consultant) must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

4.10 Discounts

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

4.11 Pricing

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

4.12 Incurred Cost

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

4.13 Taxes

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

4.14 Errors

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

4.15 Silence of Specifications

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

4.16 Assignment

Neither this Contract nor any of the Contractors rights or obligations hereunder may be assigned by the Contractor without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, change in federal identification number or, any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Aviation Authority's prior written consent, the Aviation Authority shall be entitled to terminate this Contract. Assignments require at least sixty (60) days prior notice.

4.17 Indemnification

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

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

4.18 Patents and Royalties

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

4.19 Software License to Contractor

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

4.20 Warranty Against Infringement of Intellectual Property

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

4.21 Optional Ownership of Work Product

Contractor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared,

conceived, made or suggested by the Contractor for the Aviation Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Contractor acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Contractor hereby agrees that this Contract effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.

4.22 <u>Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)</u>

In the course of performing the Contract work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted

Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Contract. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

4.23 Training

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

4.24 Acceptance

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

4.25 Safety Warranty

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

4.26 Warranty

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

4.27 Conflict of Interest

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

4.28 Drug-Free Workplace

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

4.29 Discriminatory Vendor List

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

4.30 Public Entity Crimes

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

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

4.31 Scrutinized Companies

Awarded Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel,

the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

4.32 Licenses and Certifications

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

4.33 Subcontractors

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

a. Obtain approval in advance by the Aviation Authority.
b. Continuously monitor the Subcontractor's performance and shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.
c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.

d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.

e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.

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

4.34 Verbal Instructions

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

4.35 Litigation Venue

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

4.36 Addition, Deletion, or Modification of Services

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

4.37 Operation During Dispute

In the event the Aviation Authority has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the Contractor and the

Aviation Authority, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the court.

4.38 Funding

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

4.39 Federal Funding Limitation, If Applicable

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

4.40 Contract Termination

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

a. **Termination for Cause**

1) If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants or stipulations of this Contract, the Aviation Authority shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date.

2) Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Contract by Contractor, and the Aviation Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation Authority from Contractor is determined. This provision shall survive the termination of this

Contract and shall not relieve Contractor of its liability to the Aviation Authority for damages.

b. **Termination for Convenience of Aviation Authority**

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

c. Termination for Convenience of Contractor

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

4.41 Contractor Responsibilities

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

4.42 Supervision of Contract Performance

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

4.43 Monitoring of Work

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

4.44 Prompt Payment

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

4.45 Right To Audit Records

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

4.46 Copying Documents

Contractor hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Response or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or

for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

4.47 Florida Public Records Law

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

4.48 Federal Compliance Provisions

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

Contractor. To the extent applicable, the Contractor shall cause the inclusion of the provisions of these provisions in all subcontracts.

a. **Equal Employment Opportunity**

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

b. **Davis–Bacon Act**

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

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

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

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

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

e. **Debarment and Suspension**

1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689,

Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award.

a) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and the Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

g. **Energy Policy and Conservation Act**

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

h. **Federal System for Award Management**

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

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

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

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

j. **Procurement of Recovered Materials**

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

4.49 Federal Emergency Management Agency (FEMA) Contract Requirements

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

4.50 Additional FEMA Requirements.

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

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

1. The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.

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

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

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

c. No Obligation by Federal Government.

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

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

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

5.0 CONTRACT

5.1. Contract Instructions

A. The Aviation Authority shall notify the Respondent of the Aviation Authority's intent to make an award and the Respondent shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Respondent to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Respondent. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:

1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.

3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having the authority to bind the company.

4) If the Contractor is a sole proprietorship, the owner shall sign the Contract.

a. If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.

b. No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

5.2. Contract

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing Data Center HVAC Preventative Maintenance and Repairs to, performing its obligations under **Purchasing 23-405-IFB PARKING GARAGE JANITORIAL MAINTENANCE** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Solicitation, each of which are incorporated herein by this reference.

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

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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

By:_____

Title:_____

Date:_____

"CONTRACTOR"

By:_____

Title:_____

Date:_____

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

Name of Law Firm:_____

By: _____

Date: _____

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 **One Million Three Hundred Thousand Dollars ($1,300,000.00)** 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 23-405-IFB, PARKING GARAGE JANITORIAL MAINTENANCE** at Orlando International Airport, 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:

B. 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

C. Pays the Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that the Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

D. Pays the Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support

services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

In 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 Authoritys 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 the 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)

_____ By: _____
Witness (Signature)

_____ Its: _____
Witness (Title)

(Seal)

Name of Surety

_____ By: _____
Witness (Signature)

_____ Its: _____
Witness (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 2 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)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT:**$1,300,000.00**

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 **Contract 23-405-IFB PARKING GARAGE JANITORIAL MAINTENANCE at Orlando International Airport**, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Contract"); 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 Contract 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]:

D. _____[Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Contract ,**23-405-IFB PARKING GARAGE JANITORIAL MAINTENANCE** at Orlando International Airport, by and between the Company and the Aviation Authority (the "Contract").

E. 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

F. 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 Contract 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: _____

6.0 SOLICITATION RESPONSE SUBMITTALS

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

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

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

6.1 Response Submittals

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

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

____**1.** Respondent's Certification Form.

____**2.** Respondent 's Pricing.

____**3.** Addendum Receipt Verification Form. If an Addendum(s) is issued.

____**4.** Respondent's Questionnaire.

a) References Form

b) Copies of licenses/certificates

c) _____

____**5.** Conflict of Interest Disclosure Form.

____**6.** Scrutinized Company Certification Form.

____**7.** E-Verification Certification Form.

____**8.** MWBE/LDB/VBE Participation Forms.

____**9.** Current W-9.

____**10.** Proof of Insurance.

1. Respondent's Certification

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

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

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

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

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

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

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

2. Price Schedule Form

Price Schedule
Purchasing 23-405-IFB
PARKING GARAGE JANITORIAL MAINTENANCE

TOTAL FIVE (5) YEAR RESPONSE PRICE:

_____**$**_____
(Print Dollar Amount)

Note: The figure shown above must match the figure shown on the Price Schedule Worksheet/table (see attached Pricing Pages) as the "Total FIVE (5) Year Response Price."

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

3. Respondent's Questionnaire

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

1. Contact Information

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

2. Emergency Contact

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

3. Authorized Signatories

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

Name	Title	Indicate Principal or Authorized Authority

4. Experience

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

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

a. Provide the Resume
b. Provide Business License

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

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

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

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

4. Conflict of Interest Disclosure Form

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

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

Comments:

_____
_____
_____
_____
_____

Acknowledged by: _____

Firm Name: _____

Signature of Authorized Representative: _____

Name and Title (Print or Type): _____

Date: _____

5. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent:_____

By:_____
(Authorized Signature)

Title:_____

Date:_____

6. E-Verfication Certification Form

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

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

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

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

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

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

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

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

Company Name:_____

Authorized Name:_____ Title:_____

Signature:_____ Date_____

State of_____

County of _____

This instrument was acknowledged before me on_____(Date)

Notary Public Signature_____

7. MWBE/LDB Forms, If Applicable

MINORITY/WOMEN-OWNED PARTICIPATION

AND

LOCAL DEVELOPING BUSINESS FORMS

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

Respondent: Name_____

Address_____

City_____ State_____ Zip_____

MWBE Firm: Name_____

Address_____

City_____ State_____ Zip_____

MWBE Contact: Name: _____ Phone ( ) _____

Email: _____

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

Scope of Work	Quantity	Rates	Total

Year 1 $_____ Year 2 $_____

Year 3 $_____ Year 4 $_____

Year 5 $_____

Total Term Value: $_____ Percent of total Response:_____%

AFFIRMATION:

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

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

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

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

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

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

Respondent: Name_____

Address_____

City_____ State_____ Zip_____

LDB/VBE Firm: Name_____

Address_____

City_____ State_____ Zip_____

LDB/VBE Contact: Name: _____ Phone ( )_____

Email: _____

LDB/VBE Certification Agency: _____ Expiration Date _____

Scope of Work	Quantity	Rates	Total

Year 1: $_____

Year 2: $_____

Year 3: $_____

Year 4: $_____

Year 5: $_____

Total Term Value: $_____ Percent of Total Response: _____%

AFFIRMATION:

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

By: _____
(LDB/VBE Owner's Signature) (Title) (Date)

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

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

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

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

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

NTRACT: 23-405-IFB PARKING GARAGE JANITORIAL MAINTENANCE
(Number and Name)

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

BE SUBCONTRACTOR/VENDOR	Current Year (E) rrent Payment	Current Year (F) ious Payments	Current Year (G) Cumulative Payments	evious Years Totals (H) Amount
TOTALS				

mary

nal Prime ract Total:		nal Sub ract Total:	
ndment(s) oved:		ndment(s) oved:	
sed Prime ract Total:		sed Sub ract Total:	

Contract Goal:

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

arks:

SAMPLE

MONTH ENDING: _____

GREATER ORLANDO AVIATION AUTHORITY

LDB/VBE DISBURSEMENT FORM

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

CONTRACT: 23-405-IFB PARKING GARAGE JANITORIAL MAINTENANCE
(Number and Name)

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

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

Summary

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

Contract Goal: _____

Cumulative Goal Achieved: _____

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

Remarks:

SAMPLE

8. Current W9

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

9. Proof of Insurance

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

Certificate of Insurance on Acord form or form acceptable to Aviation Authority, or a signed affirmation of ability to comply from a licensed insurance agent, or with a insurance quote.

10. No Response

If your firm is unable to submit a Response at this time, please provide your firm's reason for not submitting and return to the Senior Purchasing Agent listed on the Cover Page.

FCS FACILITY SERVICES
131 S Country Club Rd., Lake Mary, FL. 32746

Greater Orlando Aviation Authority

23-405-IFB
PARKING GARAGE JANITORIAL MAINTENANCE

"SEALED RESPONSE"

Attn:
Purchasing Department

1 Jeff Fuqua Blvd.
Orlando, FL 32827

Due: September 28, 2023 @ 11:00AM

FCS FACILITY SERVICES

Greater Orlando Aviation Authority
Purchasing Department
1 Jeff Fuqua Blvd.
Orlando, FL 32827

SUBJECT:
23-405-IFB
PARKING GARAGE JANITORIAL MAINTENANCE

Dear GOAA,

This letter transmits one (1) electronic copy of our response to the above-referenced solicitation. We are pleased to have participated in this procurement process and to offer cost-effective, responsive, and quality service. Our response complies with all the terms and conditions as set forth in this **IFB** and acknowledges that all contents within our submittal are true and accurate. Furthermore, FCS understands the SOW of this project as outlined in the **IFB** and is committed to making a positive commitment to perform the work in a timely manner, and understands the importance of providing adequate staffing and is committed to doing so. FCS is capable of meeting all contract requirements such as insurance, bonding, and licensing requirements. FCS is confident that through similar project experience, we will meet and or exceed the minimum qualifications to provide services under this solicitation. Furthermore, FCS is committed to executing an agreement with GOAA if selected.

Below is a list of all persons authorized to make representations for Florida Cleaning Systems, Inc. dba FCS Facility Services:

Giovanna Barrios, CEO
Giovanna@fcsfacilityservices.com
O: 407.586.7098
Address: 131 S. Country Club Rd., Lake Mary, FL 32746

Roger Barrios, COO
Roger@fcsfacilityservices.com
O: 407.586.7097
Address: 131 S. Country Club Rd., Lake Mary, FL 32746

Pat Lamb, VP of business development
Pat@fcsfacilityservices.com
O: 407.221.6160
Address: 131 S. Country Club Rd., Lake Mary, FL 32746

We look forward to hearing from you. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Pat Lamb

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Tab 1

Sub Tab A

FCS FACILITY SERVICES

SUBJECT: Capabilities Statement

Florida Cleaning Systems, Inc. dba FCS Facility Services is a sub-S Corporation Registered with the state of Florida, providing comprehensive Facility Maintenance and Custodial Services. The Corporation was founded in 2002 and is certified with the Federal Department of Transportation, as well as multiple Counties in Central Florida as a Minority Business Enterprise.

The Chief Operating Officer, Roger Barrios has been in the commercial facility service business for over 10 years. His service experience ranges from basic janitorial, window cleaning, and pressure washing; to specialized cleaning in high security, limited access facilities. Mr. Barrios has used this experience to successfully maintain some of Central Florida's most prestigious facilities including the Greater Orlando Aviation Authority, Seminole County Government, Rollins College, University of Central Florida, Reedy Creek, and Lake Highland Preparatory School.

Mr. Barrios is a CBSE (Certified Building Service Executive) a prestigious designation of excellence in the building service contracting industry earned through the BSCAI (Building Service Contractors Association International).

Location:
Our corporate office, located at 131 S Country Club Rd., Lake Mary, Florida 32746 is centrally located for efficient service to the surrounding counties, and we have satellite offices located across the state to support our accounts in Florida. Our warehouse contains surplus equipment, supply overflow, and disaster recovery equipment available for immediate delivery in case of emergencies.

Corporate Structure:
Roger Barrios, Chief Operating Officer, heads the company along with a staff of hand-picked and trained management and supervisory personnel.

The VP of Business Development, Pat Lamb is head of all marketing efforts for the company. Mr. Lamb, a veteran in the building service industry, contributes over 26 years of successful Business Development and operational experience. With a strong background managing large educational, governmental, manufacturing, air transport, and private sector facilities.

FCS FACILITY SERVICES

Operationally, the Company is in the capable hands of Jacqueline Tanon, Director of Operations, who has been working with FCS for 8 years. Ms. Tanon has a broad range of experience, having been in the janitorial field for over 8 years, and has been responsible for all of our airport accounts since 2020, as of 2022 she is now responsible for all FCS accounts.

Philosophy:
FCS' philosophy is to provide a professional management program designed to (1) provide strong leadership and support; (2) promote a responsive, service oriented approach to serving the needs of clients and occupants; (3) enhance the skill level and productivity of department staff by creating teamwork through the use of inter-department resources; (4) optimize the use of available financial and human resources; and (5) enhance overall appearance of the facility by maintaining strict adherence to a comprehensive Periodic Cleaning Program.

Sincerely,

Pat Lamb
VP of Business Development
FCS Facility Services
131 S Country Club Rd.
Lake Mary, Florida 32746
Email: Pat@fcsfacilityservices.com

Executive Summary

Florida Cleaning Systems, Inc. dba FCS Facility Services understands the importance of building value to meet the ever-changing demands of large public sector facilities such as airports, county municipalities, and other high volume institutions. We believe we are the perfect firm to support your janitorial service requirements based on our experience presented below.

HIGHLIGHTS

- DHS E-Verify Member
- Cleantelligent Janitorial Quality Control Software
- Ramp Safety Program
- Strong Airport Exp.
- Customer Service Training for Front Line Staff
- Quarterly Presentations

Airport Experience

FCS has more than ten years in consecutive experience with similar size and complexities of scope to GOAA. We currently employ over 250 FTE's at five major airports in the nation. All of which, have seen the constant increase in annual passenger traffic. Understanding the challenges associated with heightened security requirements, shortened cleaning windows due to increased traffic and or ongoing airport construction, coupled with the highest level of quality standards to meet the expectations of the stakeholders, traveling passengers, and residents are who we are. Our airport transition team specializes and strives to fulfill a seamless progression of service without any interruption all while delivering continual quality improvements. Our proposed team successfully transitioned Orlando and Tampa International Airports where we screened, trained, and rebadged over 200 employees.

FCS will implement best practices gained from servicing large public interactive 24/7 environments such as MCO, TIA, IAH, HOU, PNS, SLC, JAX, ECP, and large campuses of higher education to accomplish and exceed the needs of GOAA. In short, we understand the daily challenges and complexities of constant public interaction. We believe the gateway to a great customer experience starts with our front-line workforce. This is accomplished through dedicated customer service training for all employees. We bring industry experience, best practice methodology, and quality service at a reasonable price.



Site-specific training based on the needs of your airport

Our training programs start as soon as an employee is hired and continues throughout their employment with FCS. Our training team will be on site from day one to ensure our values and processes become a part of the employee culture at GOAA. A safe and productive workforce is our number one priority.

Direct management involvement

From the Director of Operations to our HR Administrator our team will be involved every step of the way. FCS believes that strong management involvement is a vital part of a successful business partnership. On a quarterly basis, FCS will conduct a full project review highlighting pertinent data such as airport quality, training completed, safety, employee recognition, turnover, and supply usage.

CleanTelligent® Software

FCS Facility Services - Committed to excellence

Sub Tab B

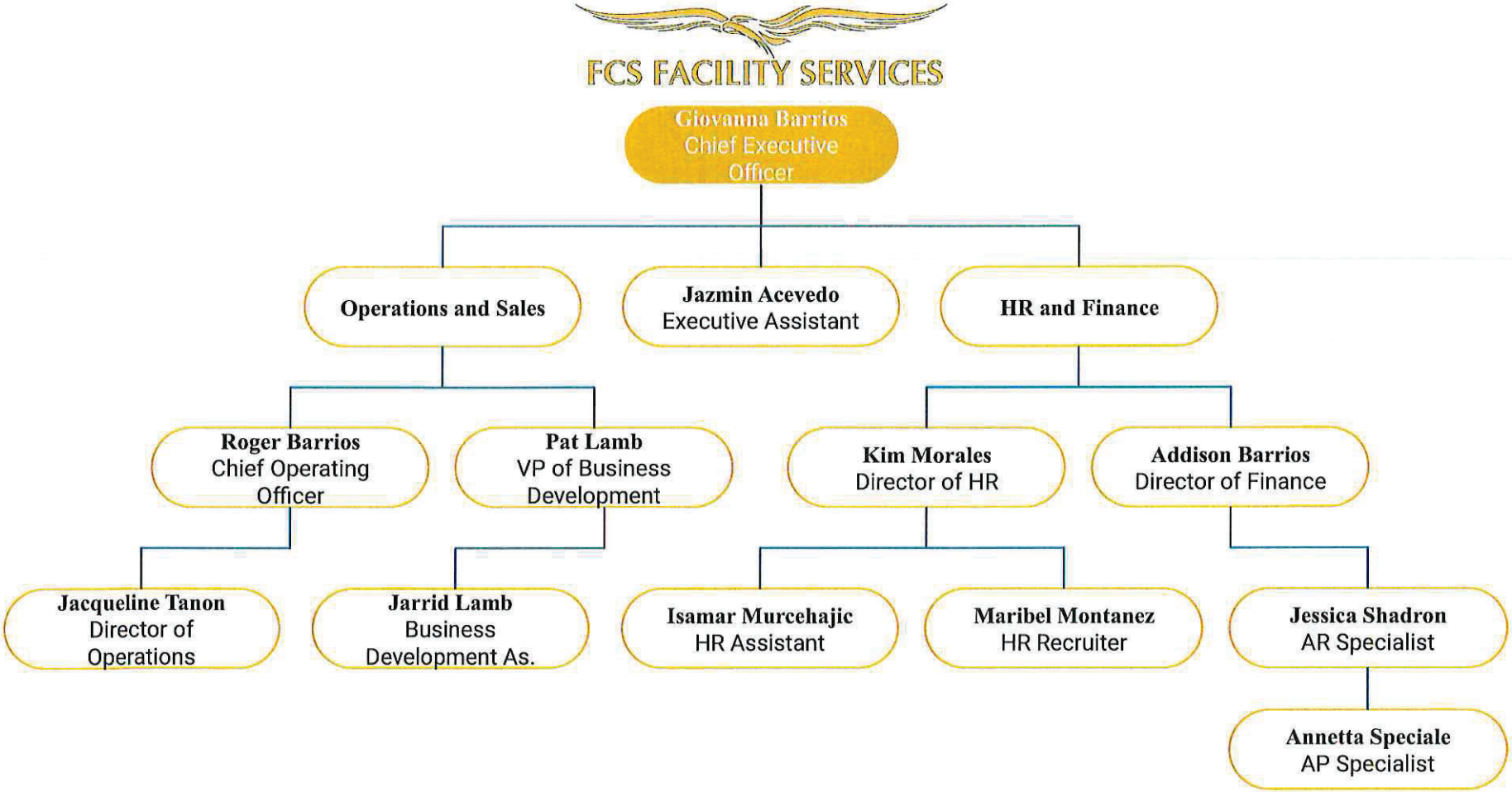
Experience Matrix & Total SF Serviced

FACILITY NAME

Facility Sampling	Facility Type	Total SF	Day Porters	Office Areas	Courtroom	Café / Break Rooms	High-Rise	Mechanical	Terrazzo, VCT & Carpet Care	Carpet Care	Health Centers	Window Cleaning	24 / 7 Service	Restroom Maint	Terminals	Classrooms	Pressure Cleaning	Labs / Exam Rooms	Landscaping	Recycling Program	Green Cleaning	Security Clearance
Pensacola Int'l	Airport	159,000	X	X			X		X	X			X	X	X					X	X	X
Seminole County Facilities	Govt.	936,693	X	X	X	X	X	X	X	X	X	X		X			X				X	X
Flagship/GOAA	Airport	1,800,000	X	X			X	X	X	X		X	X	X	X		X			X	X	X
Flagship/TIA	Aiport	1,100,000	X	X			X	X	X	X		X	X	X	X		X			X		X
Lake Highland Prep	K-12	300,000+	X	X			X	X	X	X		X		X		X	X					
GOAA Window & P/C	Airport	3.9 million				X						X			X		X					X
GOAA Parking Garage	Garages	7+ million	X			X			X			X	X	X			X			X	x	X
Synchrony Financial	Financial	150,000	X	X			X	X	X	X		X		X		X				X		X
Jacksonville Int'l	Airport	700,000	X	X			X	X	X	X		X	X	X	X		X			X	X	X
RCID - Orange Garage	Garages	1,500,000	X	X		X			X			X	X	X			X			X	x	X
RCID - Lime Garage	Garages	1,100,000	X	X		X			X			X	x	X			X			X	X	X
Curascript/Express-Scripts	Class A	508,000	X	X			X	X	X	X	X	X		X		X	X			X	X	X
Orlando Health - Parking Garages	Garages	3,500,000	X	X		X			X			X		X			X			X		X
City of Maitland	Govt.	126,315	X	X			X		X	X		X		X		X	X					

Sub Tab C

Corporate Organizational Chart



Sub Tab D

FLORCLE-01 SCRAIG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/5/2023

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

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

PRODUCER Hub International Florida 1560 Orange Avenue Suite 750 Winter Park, FL 32789	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431 FAX (A/C, No): (407) 629-6378 E-MAIL ADDRESS:
INSURED Florida Cleaning Systems Inc. dba FCS Facility Services 131 S Country Club Rd, Lake Mary, FL 32746	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Insurance Company — 24112 INSURER B : Auto-Owners Insurance Company — 18988 INSURER C : Fair American Select Insurance Company INSURER D : Employers Assurance Company — 25402 INSURER E : Evanston Insurance Company — 35378 INSURER F : Colony Insurance Company — 39993

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC X OTHER: $5M Cap Aggregate Limi			CMM335090D	7/31/2023	7/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			52-816-442-00	5/1/2023	5/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			CSX 8000305 00	7/31/2023	7/31/2024	EACH OCCURRENCE AGGREGATE Primary	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EIG-4769750-01	5/16/2023	5/16/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Excess over Primary			MKLV2EUE101667	7/31/2023	7/31/2024	XS over Primary	2,000,000
F	Pollution Liability			3876666	5/1/2023	5/1/2024	Ded. $1,000	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap – Employers Liability Coverage – OH: Each Accident $1,000,000; Disease-Policy Limit $1,000,000; Disease-Each Employee $1,000,000

FOR INFORMATION PURPOSES ONLY

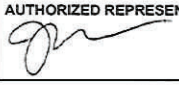
CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

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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Sub Tab E



Detail by Entity Name

Florida Profit Corporation
FLORIDA CLEANING SYSTEMS, INC.

Filing Information

Document Number	P02000040758
FEI/EIN Number	32-0045361
Date Filed	04/08/2002
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	12/12/2011
Event Effective Date	NONE

Principal Address

131 S COUNTRY CLUB RD
SUITE 2021
LAKE MARY, FL 32746

Changed: 03/04/2022

Mailing Address

131 S COUNTRY CLUB RD
SUITE 2021
LAKE MARY, FL 32746

Changed: 03/04/2022

Registered Agent Name & Address

BARRIOS, GIOVANNA
131 S COUNTRY CLUB RD
LAKE MARY, FL 32746

Name Changed: 05/03/2021

Address Changed: 03/24/2022

Officer/Director Detail

Name & Address

Title President, CEO

Barrios, Giovanna
131 S COUNTRY CLUB RD
LAKE MARY, FL 32746

Title VP, COO

Barrios, Roger
131 S COUNTRY CLUB RD
LAKE MARY, FL 32746

Annual Reports

Report Year	Filed Date
2021	01/18/2021
2022	03/24/2022
2023	02/07/2023

Document Images

02/07/2023 -- ANNUAL REPORT	View image in PDF format
03/24/2022 -- ANNUAL REPORT	View image in PDF format
05/11/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
05/03/2021 -- Off/Dir Resignation	View image in PDF format
05/03/2021 -- Off/Dir Resignation	View image in PDF format
05/03/2021 -- Reg. Agent Resignation	View image in PDF format
05/03/2021 -- Reg. Agent Change	View image in PDF format
01/18/2021 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- ANNUAL REPORT	View image in PDF format
01/04/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
01/06/2017 -- ANNUAL REPORT	View image in PDF format
03/10/2016 -- ANNUAL REPORT	View image in PDF format
03/06/2015 -- ANNUAL REPORT	View image in PDF format
03/10/2014 -- ANNUAL REPORT	View image in PDF format
04/02/2013 -- ANNUAL REPORT	View image in PDF format
04/23/2012 -- ANNUAL REPORT	View image in PDF format
12/12/2011 -- Amendment	View image in PDF format
01/31/2011 -- Off/Dir Resignation	View image in PDF format
01/18/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
03/13/2009 -- ANNUAL REPORT	View image in PDF format
04/18/2008 -- ANNUAL REPORT	View image in PDF format
03/12/2007 -- ANNUAL REPORT	View image in PDF format
02/20/2006 -- ANNUAL REPORT	View image in PDF format
04/18/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
05/21/2003 -- ANNUAL REPORT	View image in PDF format
12/05/2002 -- Amendment and Name Change	View image in PDF format

SEMINOLE COUNTY BUSINESS TAX RECEIPT

PO BOX 630, SANFORD, FL 32772 • 407-665-1000
WWW.SEMINOLECOUNTY.TAX

VALID THROUGH 09/30/23

FCS FACILITY SERVICES
131 S COUNTRY CLUB RD #2021
LAKE MARY, FL 32746

Account #: 153334

NOT REGULATED

**LAKE MARY CITY LICENSE REQUIRED **

GIOVANNA BARRIOS (OFFICER) DANIELLE COOPER (AGENT)

Receipt #: 12442022092700160 Amount Paid: $ 25.00 Date Paid: 09/27/2022

BUSINESS OWNER, PLEASE NOTE THE FOLLOWING:

• **DISPLAY THE ABOVE RECEIPT PROMINENTLY:** This Business Tax Receipt shall be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so the business shall be subject to the payment of another business tax for the same business or profession.

• **RENEW THIS TAX BEFORE IT EXPIRES:** Pursuant to Florida Statutes, all Business Tax Receipts shall be issued by the Tax Collector beginning July 1st of each year, and it shall expire on September 30th of the succeeding year. Those Business Tax Receipts issued as renewal accounts beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total penalty shall not exceed 25% of the business tax for the delinquent establishment (Florida Statute [FS] 205.053 [1]).

A 25% penalty shall be imposed on any individual engaged in any new business or profession without first obtaining a Seminole County Business Tax receipt ([FS] 205.053 [2]).

This Business Tax Receipt is only a receipt for business taxes paid. It does not permit the taxpayer to violate any existing regulatory or zoning laws of the state, county, or municipality, nor does it exempt the taxpayer from any other required licenses, registrations, certifications, or permits. Business Tax requirements are subject to legislative change.

REPORT ALL CHANGES: The holder of this Business Tax Receipt is required to report a change in the following: Ownership, Business Location, Mailing Address, or any other information that would alter the status of the current year's information. This includes, but is not limited to, the loss of or a change in a State or Regulatory License which was used to qualify for the business identified on the current County Business Tax Receipt. If you have any changes to report, contact the Business Tax Department at 407-665-7636.

FLORIDA CLEANING SYSTEMS INC
131 S COUNTRY CLUB RD #2021
LAKE MARY, FL 32746

2022 - 2023

City of Lake Mary
Post Office Box 958445, Lake Mary, FL 32795-8445

LOCAL BUSINESS TAX

Receipt # 23 00010509

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS.

This receipt expires 9/30/23.

LOCATION: 131 S COUNTRY CLUB RD #2021

Classification: GENERAL SVC. PROVIDER, NO STATE LICENSE

For: FLORIDA CLEANING SYSTEMS,INC
DBA FCS FACILITY SERVICES
131 S COUNTRY CLUB RD #2021
LAKE MARY FL 32746

Comments: COMPANY
CORP HQ FOR COMM FACILITIES JANITORIAL/MAINTENANCE

Receipt Fee	$	50.00
Delinquent Penalty	$	.00
Interest	$	.00
TOTAL$		50.00

Michelle McCurdy
City Clerk

BUSINESS SHALL COMPLY WITH ALL CITY CODES OR BE SUBJECT TO NON-RENEWAL OR REVOCATION.
BY THE ISSUANCE OF THIS BUSINESS TAX RECEIPT, THE CITY IS NOT APPROVING THE USE OF THE PROPERTY OR THAT THE PROPERTY IS COMPLIANT WITH CODE IN ANY WAY.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florida Cleaning Systems, Inc.

2 Business name/disregarded entity name, if different from above
FCS Facility Services

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
131 S Country Club Rd

Requester's name and address (optional)

6 City, state, and ZIP code
Lake Mary, FL 32746

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–				

or

Employer identification number
3	2	–	0	0	4	5	3	6	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 9/9/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

Tab 2

Sub Tab F

Staffing & Management Plan

FCS Facility Services

OFF-SITE



Title: *Chief Operating Officer, Roger Barrios, CBSE*

Experience: Mr. Barrios has been involved in the facility services business for over 10 years. Experienced in all aspects of the business from nightly janitorial to highly specialized cleaning in secure areas; Mr. Barrios has demonstrated his ability to manage some of the most prestigious accounts in Florida.

Role, Responsibility, Level of Authority: The COO will guide the corporate VP of Business Development, Director of Operations, and the General Manager of Operations. He will assist in any decision-making and problem solving, should such occasions arise. The COO is a fully trained, seasoned veteran of custodial maintenance and with his experience, he will direct this contract with his knowledge and expertise to ensure a successful transition and tenure.



Title: *VP of Business Development, Pat Lamb, RBSM*

Experience: With over 26 years of experience, Mr. Lamb has managed the facility services in some of Florida's largest facilities. Since joining FCS in 2009 Mr. Lamb has worked closely with the Operations Team as well as Heading the Business Development group to help streamline the departments. Mr. Lamb directed the management team that successfully transitioned Multiple airports across the state of Florida as well as other large-scale facilities in Ohio, Utah, and Missouri.

Role, Responsibility, Level of Authority: The VP of Business Development will assist the President in all contract start-up activities and have authority over all FCS onsite management and staff. He will communicate with and maintain a close relationship with the CO/COR. He will perform scheduled and unscheduled Quality Control Inspections. He will assist the Supervisor and or Project Manager with any technical or managerial problems or concerns. He will take directions from and report to the President on the status of the contract.



Title: *Chief Executive Officer, Giovanna Barrios, RBSM*

Experience: With over 13 years of experience in business management and business administration Ms. Barrios has helped operate and grow FCS alongside the President, Rene Barrios. Over the last 5 years, she has helped streamline FCS which has allowed for growth outside of the state of Florida such as Utah, Georgia, Ohio, and Missouri.

Role, Responsibility, Level of Authority: Ms. Barrios works directly with the HR Department, VP of Business Development, Director of Operations, and the COO in all contract start-up activities to ensure a smooth transition. Ms. Barrios is responsible for managing the day-to-day operations of the company, contracts, and is in charge of overseeing finance, HR, insurances, and sales.

Title: *Director of Operations, Jacqueline Tanon, RBSM*
Experience: Ms. Tanon has been in the custodial services business for over 7 years and joined the FCS team in 2014. Currently, Mrs. Tanon oversees all operations across the United States including Florida, Georgia, Ohio, Missouri, And Utah. Ms. Tanon has firsthand knowledge of the services required for large high-volume projects, is bi-lingual, and is certified to conduct employee training.
Role, Responsibility, Level of Authority: The Director of Operations will be responsible for the direct oversight and management of all the FCS on-site employees, Supervisors, and managers working on the GOAA project. She will ensure that the work assigned is performed in a manner consistent with achieving and maintaining the cleanliness of the facilities to the highest quality standards held by FCS. She will work directly with the Shift Supervisors and ensure all contract specifications are met while upholding FCS standards. she will conduct quality control inspections and have direct communication with the CO/COR and FCS onsite staff. She has authority over all FCS employees and reports directly to the COO.

ON-SITE

Ana Ramos
Site Manager

The parking garage janitorial site manager is responsible for overseeing the cleanliness, maintenance, and safety of the parking facility. This role involves managing a team of janitorial staff, creating and enforcing cleaning schedules, and ensuring the availability of necessary supplies and equipment. Additionally, the manager must efficiently coordinate and manage three different shifts of staff to ensure 24/7 coverage, including scheduling, task assignment, and performance evaluations.

Minimum Industry Experience: 5 years

Supervisors

The shift supervisor for parking garage janitorial services is tasked with overseeing the daily operations of their designated shift, ensuring that cleaning and maintenance tasks are efficiently carried out. They are responsible for managing and directing the janitorial staff, assigning duties, and ensuring compliance with safety protocols. Shift supervisors must maintain effective communication with the site manager, addressing any immediate concerns or emergencies promptly. Additionally, they are responsible for maintaining records of shift activities, monitoring the use of supplies and equipment, work orders, and scheduled periodic tasks.

Industry Experience: 3-year minimum

General Cleaners

General cleaners in a parking garage janitorial team are responsible for maintaining a clean and safe environment throughout the facility. Their duties include sweeping and mopping floors, cleaning stairwells, elevators, and common areas, emptying trash bins, and removing litter and debris.

Industry Experience: 1-year minimum

Cycle Cleaner

Cycle cleaners in a parking garage janitorial team specialize in more intensive cleaning projects, such as gum removal, pressure washing, and thorough sweeping. Their responsibilities include identifying and targeting specific areas requiring deep cleaning, utilizing specialized equipment like pressure washers and gum removal tools, and maintaining the cleanliness and appearance of high-traffic areas.

Industry Experience: 1-year minimum

Floaters

Shift floaters in a parking garage janitorial team serve a vital role by providing callout coverage for various shifts. Their primary responsibility is to be available as an on-call replacement whenever there is a staffing shortage due to unplanned absences or emergencies among the regular cleaning staff.

Industry Experience: 1-year minimum

BUILDING OPERATIONS PLAN

FCS is dedicated to maintaining our reputation of providing exceptional service at a reasonable cost by meeting and exceeding cleanliness levels according to health, safety, and industry standards.

Upon award, a detailed schedule for both routine and cycle work will be tailored to meet the specifications set forth in the SOW. The schedule will be submitted for review within 10 days of award.

All products and equipment used for these services will be ecologically packaged, environmentally beneficial and/or recycled (phosphate-free, non-corrosive, non-flammable, biodegradable), with minimal use of harsh chemicals and fumes. All services provided will be in accordance with the contract Statement of Work. * Please note, some chemicals needed for restorative cleaning do not meet the "Green" or "Environmentally Preferred" standards. The chemicals will only be used if necessary and will be submitted to the Authority for approval prior to use.

Cleaning Specifications

FCS will adhere to the cleaning requirements described in the "Scope of Services". FCS takes great pride in its ability to create effective techniques for a superior outcome. Past success has been a direct result of ongoing training for all cleaning personnel, providing them with sufficient and adequate supplies in order to perform their duties with the greatest advantage.

Organizational Chart

FCS FACILITY SERVICES

ORLANDO INTERNATIONAL AIRPORT | MCO

Corporate Oversight Team

- **Roger Barrios** — Chief Operating Officer
- **Pat Lamb** — Vice President, Business Development
- **Danny Mendez** — Vice President, Operations
- **Kimberly Morales** — Director, Human Resources

Corporate Administrative Support

- Safety
- Accounting
- Human Resources
- Payroll

Jacqueline Tanon — Director of Operations

Ana Ramos — Site Manager

1st Shift	2nd Shift	3rd Shift
Supervisor Qty. 1	Supervisor Qty. 1	Supervisor Qty. 1
General Cleaners Qty.9	General Cleaners Qty.9	General Cleaners Qty.6
		Cycle Cleaner Qty.3

Floaters Qty. 3

Sub Tab G

TRANSITION PLAN

FCS recognizes the importance of contract phase-in as a critical period of intense activity during which vital decisions are reached daily and mobilization accomplished without any disruption of services or interference with ongoing activities. Among the several major tasks that must be accomplished, communication between ourselves, the current contractor, and the COR will be established. Immediately upon award of the contract, the Chief Operating Officer, Roger Barrios, the VP of Business Development, Pat Lamb, and the Director of Operations, Jacqueline Tanon will meet with the COR. An open line of communication will be established from the very beginning; ensuring levels of quality service are agreed to and met on every level.

At the time of contract award, employees will be evaluated for performance and re-processed if FCS criteria for employment and GOAA requirements have been met. Any additional employees needed to fulfill contract requirements will be carefully chosen based on qualifications and experience, and subject to the security requirements of the facility.

The Project Manager and Custodial Supervisors will be trained to manage custodial staff in a professional and efficient manner. It is standard operating practice for FCS On-Site Supervisors to be provided complete project autonomy with unlimited support and guidance from corporate management. The On-Site Supervisors will be available to the COR at all times to discuss any matters pertaining to the services covered under this contract.

Intense training sessions will be conducted for all staff, new or incumbent, in order to educate employees on the standards of cleanliness and appearance that are expected. Simultaneously, product, equipment, and supply inventories will be evaluated and assessed so that adequate quantities will be provided. The on-site Supervisors and Custodians will maintain inventory levels through logs kept in a central location. Cost control procedures will be implemented to maintain proper materials levels at all times.

TRANSITION & DELIVERABLES SCHEDULE

Upon Contract Award:

- Compile FCS Transition Team to include the COO, VP of Business Development, Director of Operations, and Human Resource Associates.
- Establish a schedule of daily contact with the COR to ensure all transitional benchmarks will be met and lines of communication are clear and open.
- Identify candidates for key personnel positions (i.e., Acct. Manager, Custodial Supervisor, Custodians, etc.), and obtain resumes for submittal to the COR.

Ten (10) Days After Award:

- Execute the contract and return to CO/COR.
- Submit all business licenses, bonds and required Certificate of Insurance.
- Submit SDS for all proposed supplies.
- Submit the Contractor Phase-In Plan, Joint Inspection Plan, and Materials List.
- Employee Certifications
- Establish equipment and supply inventory and order new supplies and/or equipment.

Fifteen (15) Days After Award:

- All qualified employees are to begin/continue the background screening process and obtain badges, as necessary.
- Deliver supplies and equipment to designated areas, as needed.
- Submit a list of preferred chemical and non-chemical products.
- Submit Quality Control Plan.

Thirty (30) Days After Award:

- Finalize security and badge processing.
- Conduct Manager and Supervisor training.
- Conduct employee training procedures for safety and operations.
- Managers and Supervisors to test all equipment.
- Submit Custodial Employee Training Records

Contract Start Date:

- Established Corporate personnel will oversee all start-up activities to ensure a flawless transition.
- Meetings between the CO/COR, and FCS to maintain levels of communication and receive feedback.
- Any deficiencies found will be addressed immediately with the COR.
- The custodial Supervisor will address any deficiencies with the Porters and custodial staff immediately.
- All custodial staff will be informed of progress and remedial training will be provided as needed.
- Schedules will be adjusted as needed or as requested by the COR.
- Conduct Quality Control Inspections daily.

Five (5) Days After Contract Start Date:

- Review and evaluate progress with COR.
- Determine meeting schedule henceforth for COR and FCS.
- Ensure the scope of work and performance standards are being met.
- Make any schedule adjustments as needed.

Fifteen (15) Days After the Contract Start Date:

- Corporate Personnel to contact COR for feedback.

- Custodial Supervisor to address any deficiencies or make schedule changes.

Thirty (30) Days After the Contract Start Date:

- Custodial Supervisor to ensure the entirety of custodial operations are running optimally.
- Weekly/monthly meetings begin as regularly scheduled.
- Conduct Monthly Safety Meetings.

FCS FACILITY SERVICES

Recruitment, Compensation, Employee Retention, and Incentive Plan

Recruiting

FCS takes great pride in recruiting prospective staff members through our current employee base, local advertising, and company job fairs. For management or supervisory positions, we encourage promoting from within when position qualifications and experience requirements are met. FCS has dedicated full-time recruiters who specialize in recruiting employees for new and current positions to ensure we maintain adequate staffing levels across all accounts.

Compensation

With the minimum wage for Florida set to increase to $12.00 an hour on September 30th, 2023, we firmly believe that paying substantially above the minimum required by law greatly increases employee retention rates. Wages are then benchmarked against local averages and when applicable; current collective bargaining agreements to ensure correct compensation levels. Full time employees have options for full medical and related benefits and receive (1) week of paid vacation after one year of service, (3) sick days and (2) personal days. Pay raises are evaluated after 90 days of service and the completion of their probationary period and then every 12 months thereafter. Merritt wage increases are also processed for employees that go above and beyond their job duties.

Employee Recognition

FCS understands the need to recognize and reward our employees to inspire and encourage the positive behaviors that are most important to our business. Having engaged employees who repeat recognized behaviors are proven to drive productivity, performance, and a healthy work environment.

Below is a brief outline of our employee Incentive, Recognition, and Retention Plan.

1) **Employee of the Month** - Each month one employee who has met predetermined objectives is selected as the employee of the month. In addition to receiving an employee of the month certificate from the President & CEO, the employee is recognized with an incentive bonus.

2) **Spot Awards** – Spot awards are given to employees who have accomplished exceptional service standards and or aided in the prevention of a safety violation/accident.

3) **Merritt Increases** – Pay increases for exceptional work practices, attendance, and morale.

4) **Lost Time Prevention** – Employees are recognized and rewarded for zero lost time incidents/accidents by the building as a whole.

5) Recognition Pin Program – Recently we introduced an employee recognition program where awardees are given a lapel pin based on the area of recognition. Monetary awards accompany each pin along with a certificate and employee newsletter spotlight.

Since the inception of the above plans employee morale, attendance, and retention has increased substantially. FCS believes in the pursuit of excellence in the building service industry and will continue to seek innovative ways to maintain and improve the work environment for our staff.

Structure

A complete training and management program tailored to the needs of the facility is vital. Employees that understand their role and responsibilities are more productive and generally less likely to move from job to job. FCS' training plan and continuous process improvement program keeps employees involved and encourages growth.

Sub Tab H

FCS FACILITY SERVICES

Quality Assurance Program

CleanTelligent® Software

What Is Quality Control?

#1: Inspect

Perform inspections customized to the needs of the buildings you clean. Document deficiencies in detail along with general notes about work performed.

#2: Correct

A quality inspection report is sent to the supervisor to make sure the deficiencies found during the inspection are corrected by those responsible.

#3: Report

Document the completion of deficiencies found in your inspection.

#4: Review

Review performance reports to see what trends are happening at the buildings you inspect.

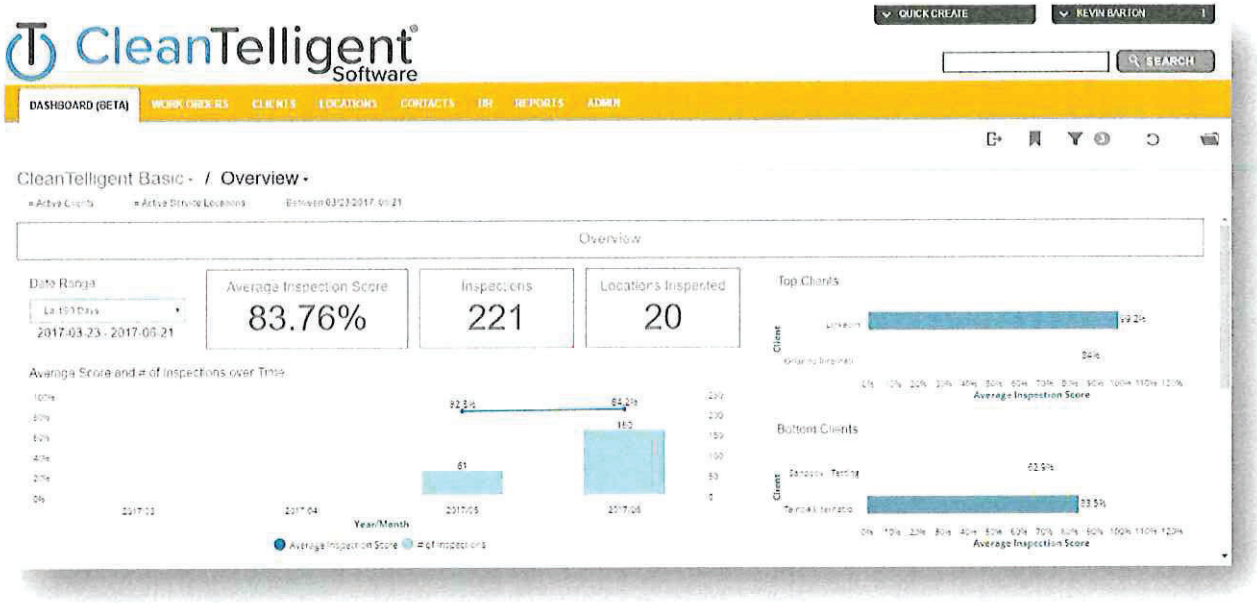
#5: Re-Inspect

Start the process over again by re-inspecting the building to verify compliance to standards.

FCS FACILITY SERVICES

PERFORMANCE MANAGEMENT





AT YOUR FINGERTIPS

FCS FACILITY SERVICES

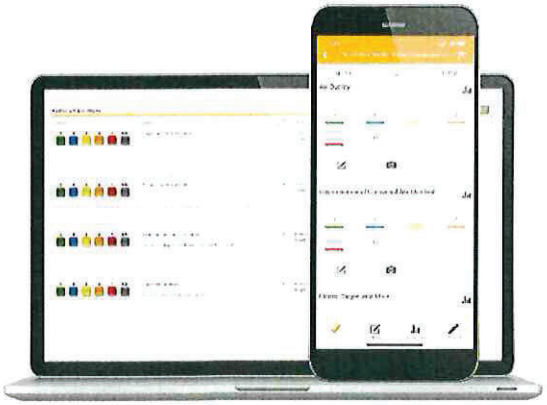
TOOLS THAT DELIVER QUALITY

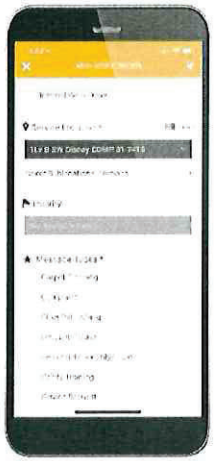
Inspections

Work Orders

Job Scheduling

Customized Reports









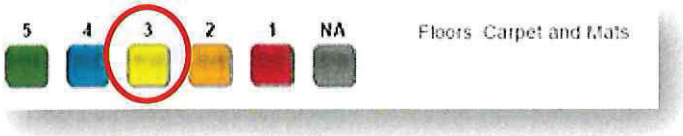
FCS FACILITY SERVICES

WE INSPECT FOR WHAT YOU EXPECT

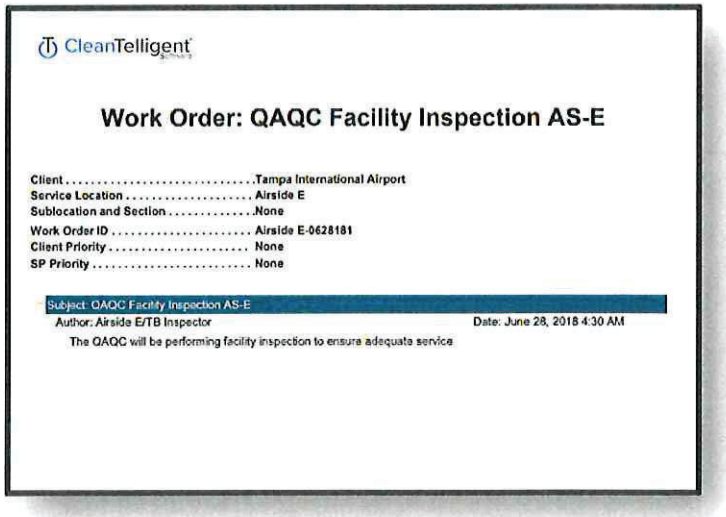
Customized scoring matrix based on collaboration with individual clients.







Defect scored below a minimum threshold, automatically generates a Work Order for correction.



CleanTelligent

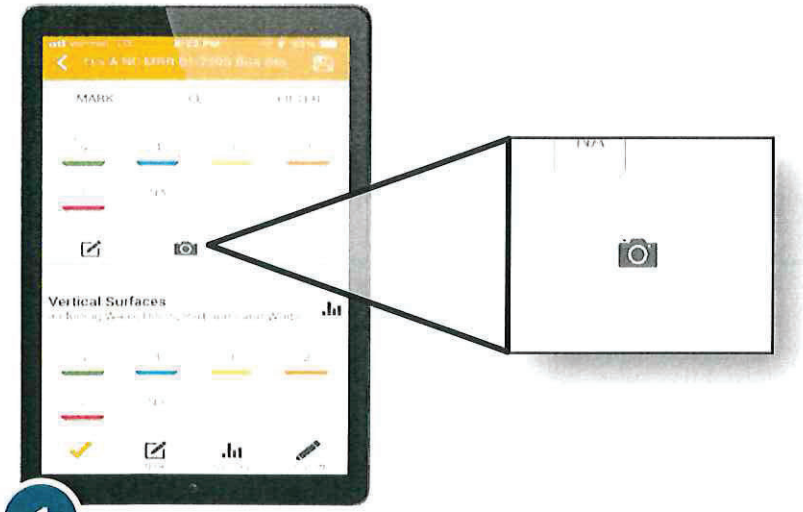
Work Order: QAQC Facility Inspection AS-E

Client ..... Tampa International Airport
Service Location ..... Airside E
Sublocation and Section ..... None
Work Order ID ..... Airside E-0628181
Client Priority ..... None
SP Priority ..... None

Subject: QAQC Facilty Inspection AS-E
Author: Airside E/TB Inspector Date: June 28, 2018 4:30 AM
The QAQC will be performing facility inspection to ensure adequate service

FCS FACILITY SERVICES

REAL-TIME REPORTING



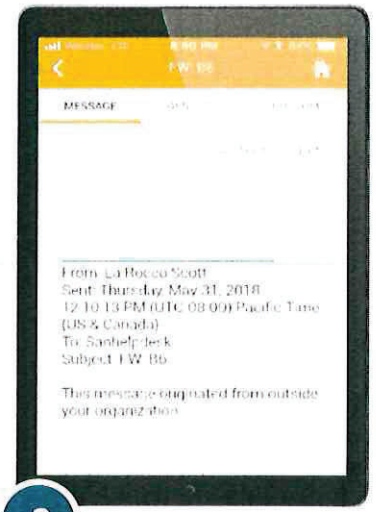
1

FACILITY DEFECT IDENTIFIED



2

DEFECT DOCUMENTED WITH PICTURE



3

WORK ORDER GENERATED WITH PICTURE ATTACHED

FCS FACILITY SERVICES

QUICK RESPONSE SYSTEM



1 QRS plaques are hung in specific locations.



2 The QR reader launches the customer to a user friendly website. Maintenance and or Cleanliness related item can be submitted.



3 Each QR code is geo coded to a specific location, by scanning the QR code, we are provided with the precise location of the issue.

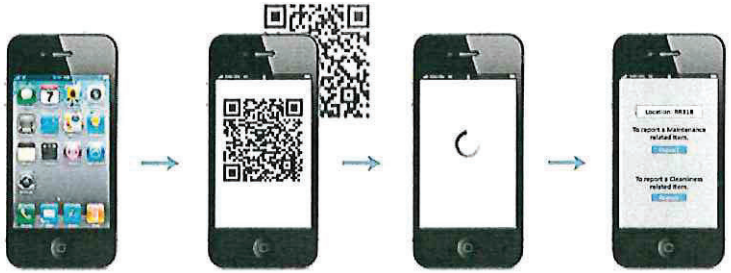


4 A Work Order is generated and immediately emails a predetermined distribution group of FCS management personnel and can include our customers receiving the notification emails as well.



5 Instantaneous email notifications allow FCS management to dispatch the appropriate personnel to the requested location. As well as inspect the facility real time to determine the root cause of the service request





Customer Satisfaction
in 5 Easy Steps . . .

FCS FACILITY SERVICES

QUALITY CONTROL/INSPECTIONS

FEATURES

- Customized inspections
- Monitors cleaning quality
- Defect data gathering
- Generates work processes for immediate remediation

BENEFITS

- Proactive response in front of issues and challenges
- Transparency for customer
- Training tool for managers and staff
- Highly Standardized measurement

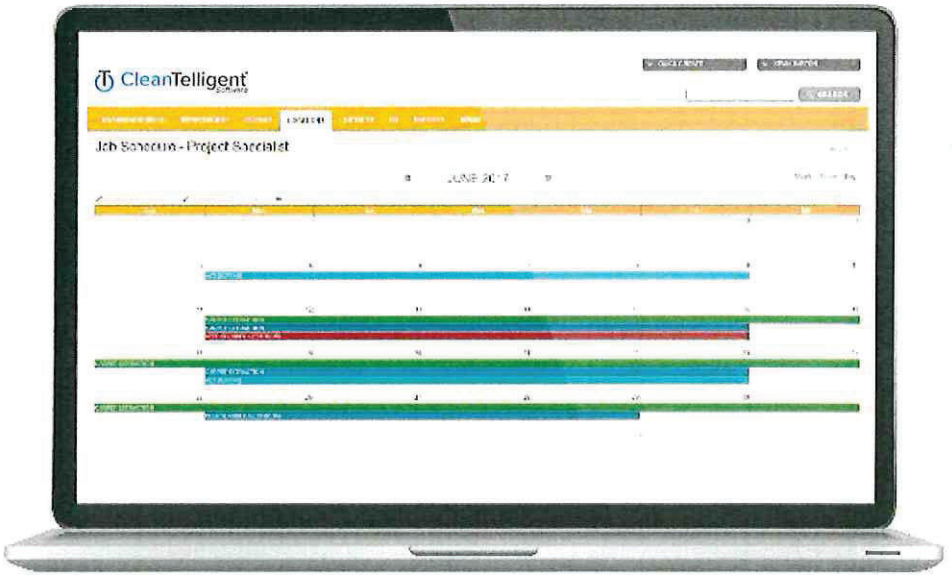
FCS FACILITY SERVICES

CUSTOMIZED FREQUENCY SCHEDULES

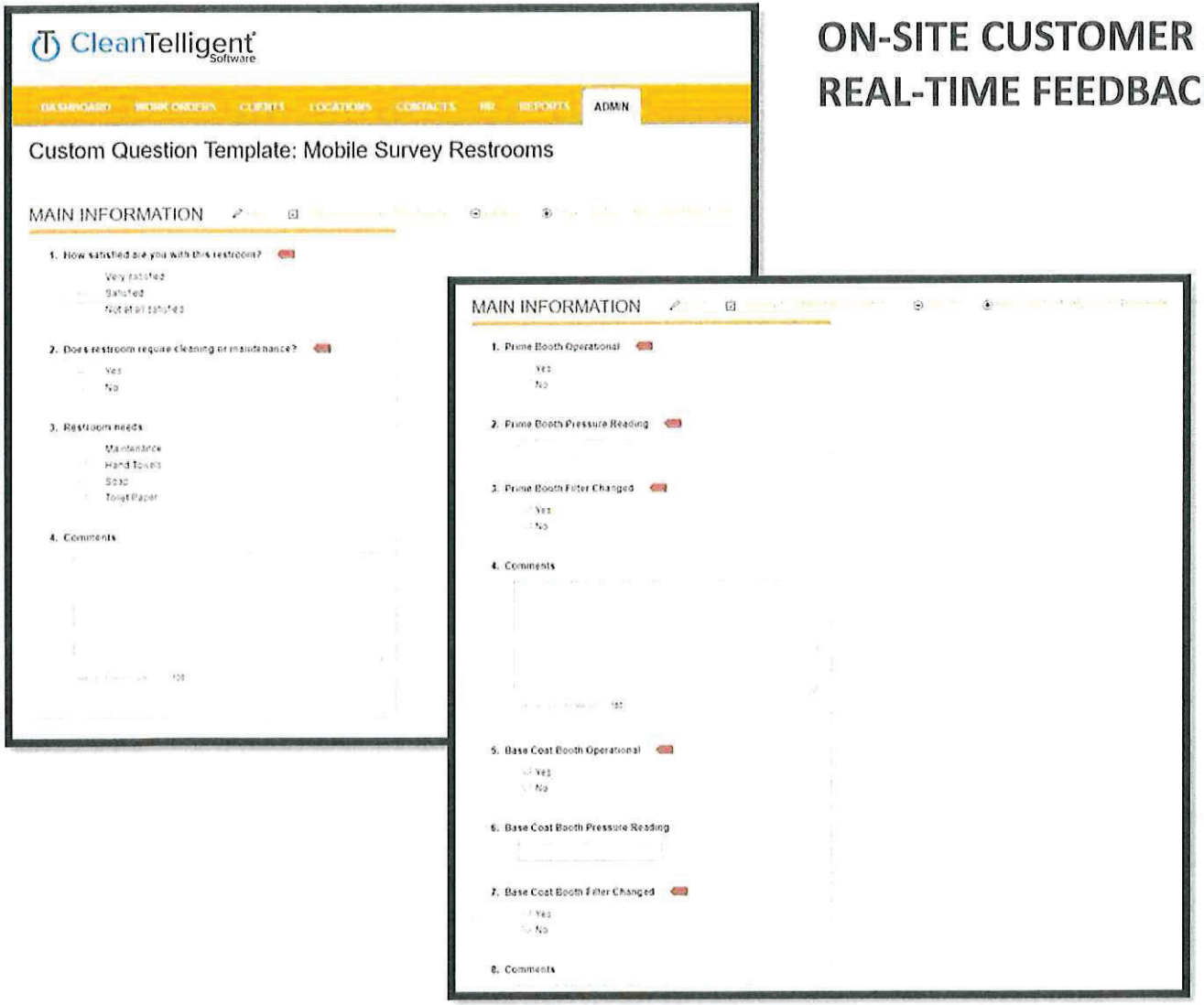
Job Scheduling

Frequency scheduling boosts the productivity of our employees and eliminates forgotten work.

- Prevents scheduling conflicts with end users.
- Schedule auto generated work orders for tracking and helps employees to not forget work assignments.
- Quickly review what tasks have and have not been completed



CUSTOMIZED SITE SURVEYS

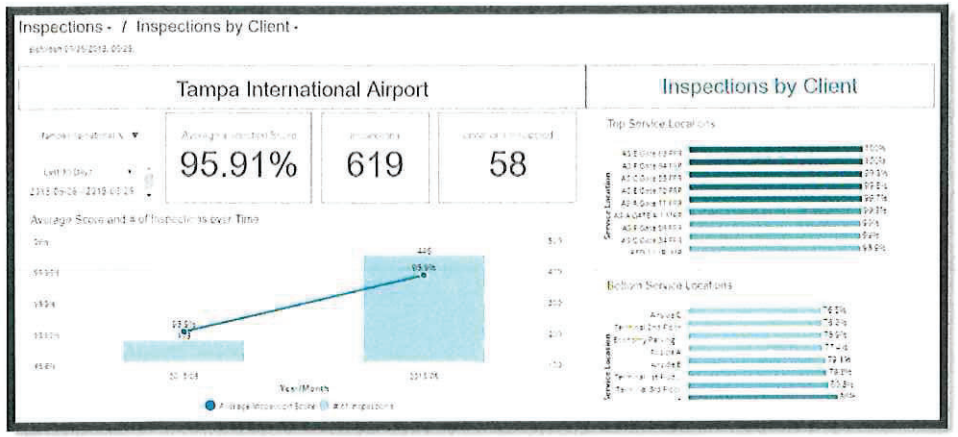


ON-SITE CUSTOMER SURVEYS, REAL-TIME FEEDBACK

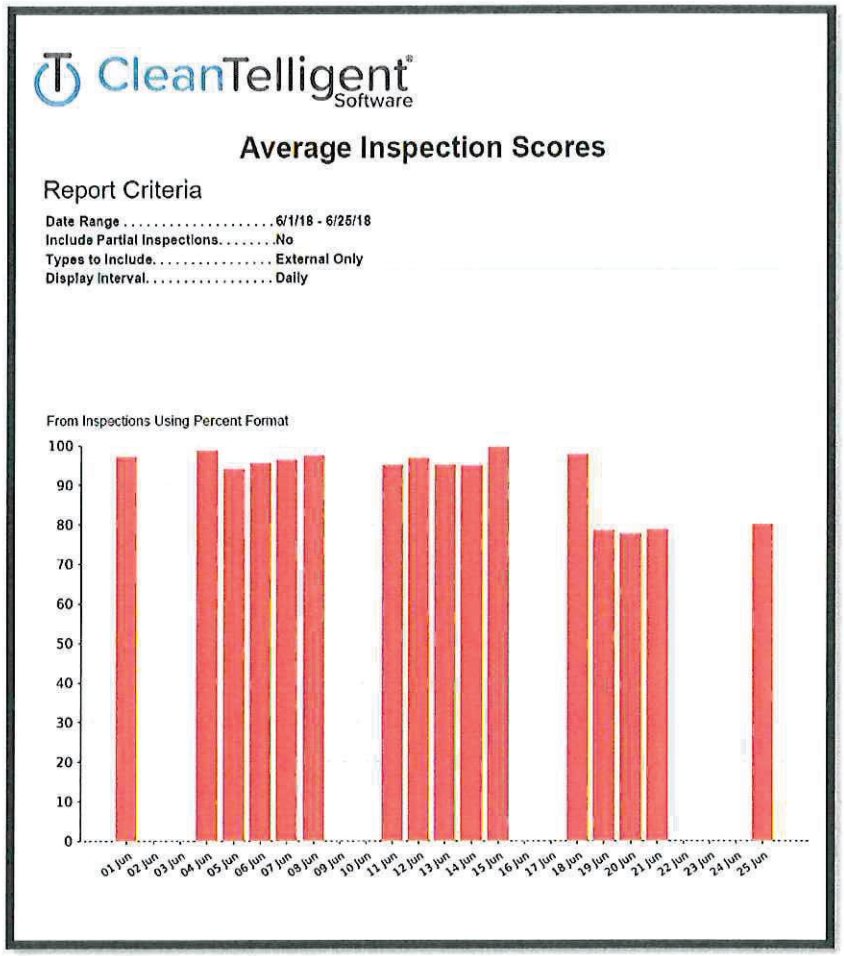
- **Customizable Customer Surveys**
- **Transparent Communication**

FCS FACILITY SERVICES

CUSTOMIZED DASHBOARDS AND SCORECARDS



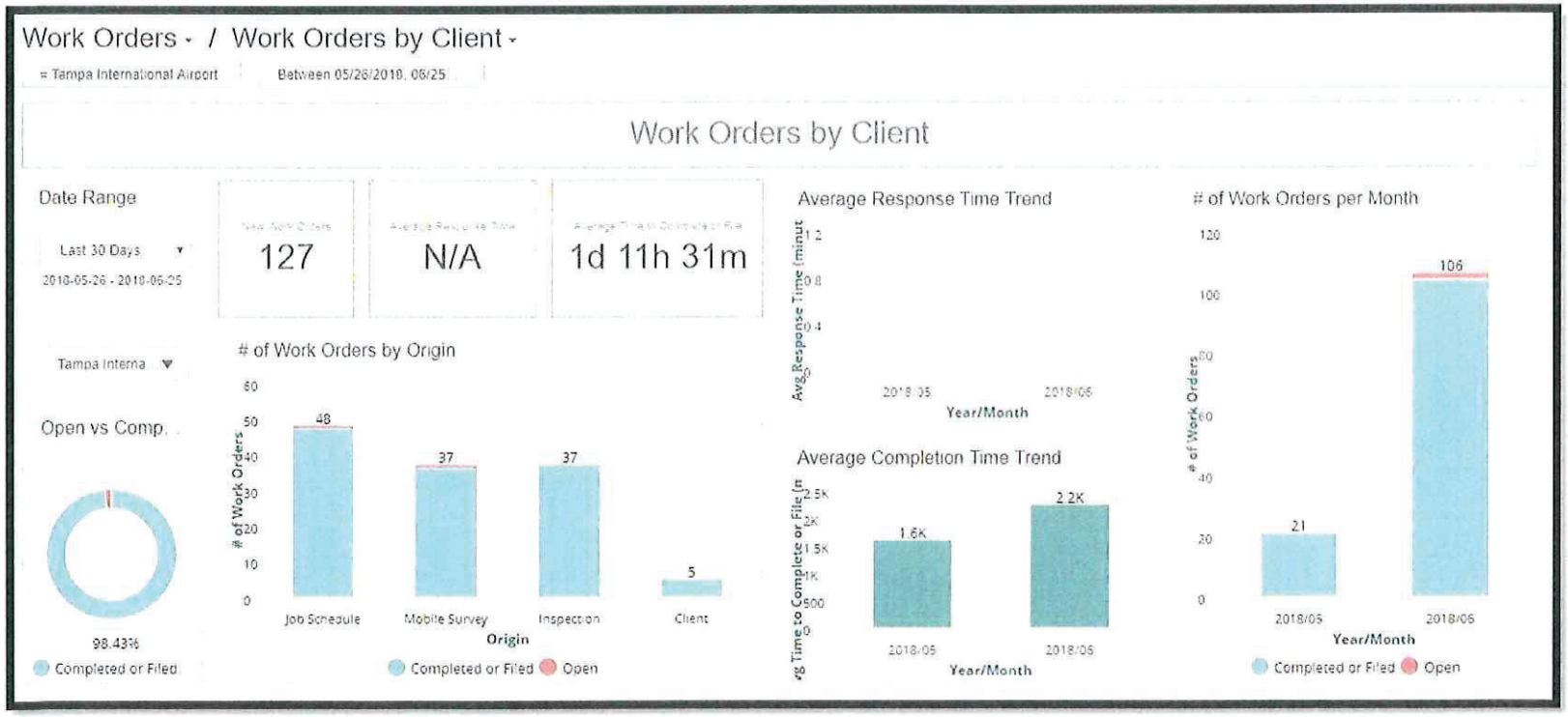
- **KPI Initiatives**
- **Expedited Corrective Action**
- **Real-time Data**



FCS FACILITY SERVICES

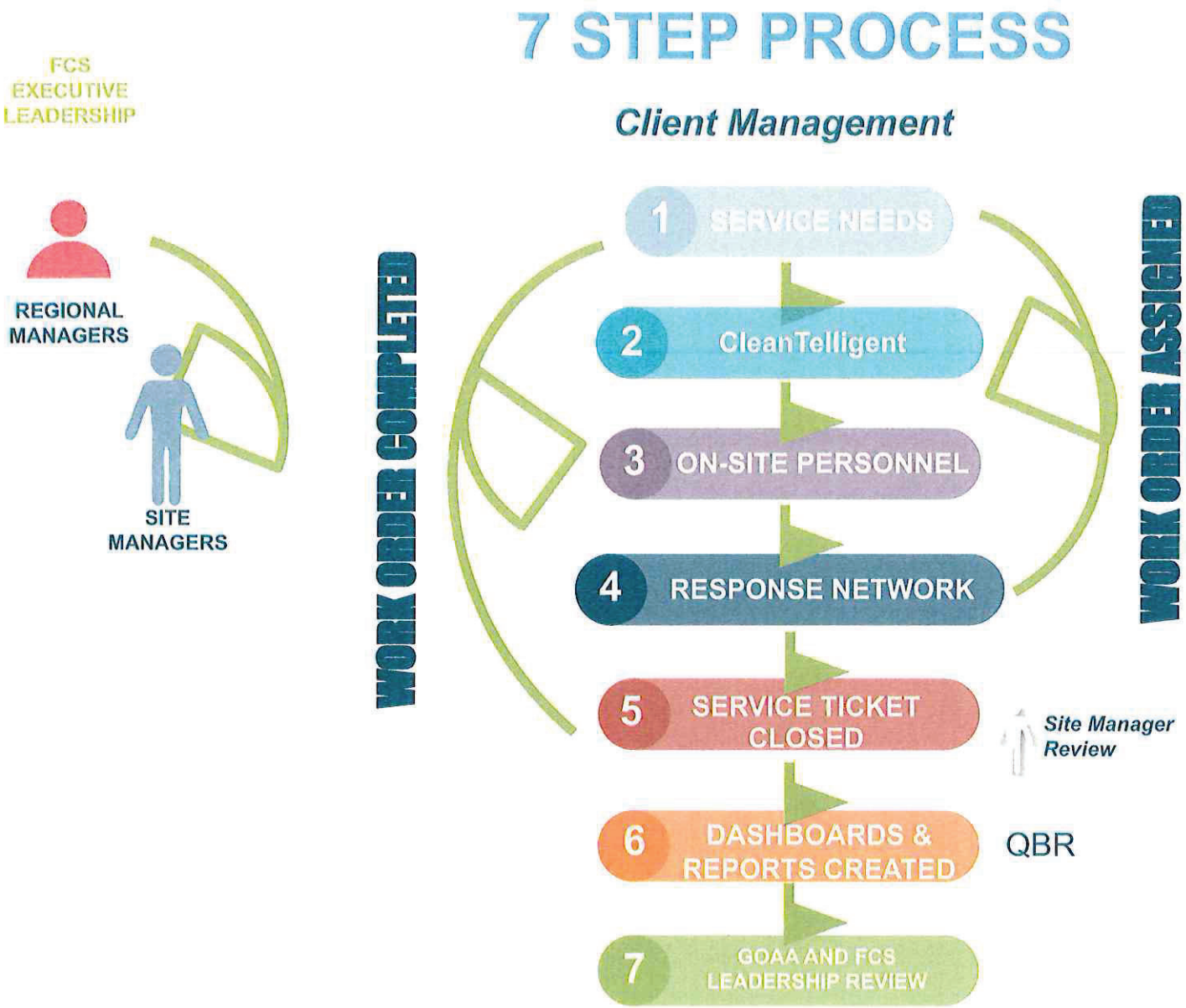
IN DEPTH REPORTS FOR CUSTOMER SATISFACTION

Reviewed by both FCS and GOAA



FCS FACILITY SERVICES

CLOSED LOOP PROCESSES



FCS FACILITY SERVICES

UKG INTOUCH DX TIME CLOCK



The UKG InTouch DX is built with a sleek, durable enclosure making it the ideal time clock for most any work environment. Employees can easily clock in using fingerprint biometrics. Plus, active scheduling notifies management in the event of a scheduled employee failing to clock in for their shift.

Sub Tab I

FCS FACILITY SERVICES SAFETY TRAINING PROGRAM

Goals and Objectives

Our overall goal for safety at a job site is zero lost time accidents. Our commitment to quality requires that we provide our employees with the tools necessary to perform their jobs. To this end, we have purchased tools and equipment that put us on the leading edge of performance and productivity in the Facilities Maintenance Industry.

Responsibilities

Rules have value only if they are enforced. Responsibility for safety is clearly defined. It is everyone's responsibility to watch for unsafe acts and conditions and to report these problems immediately.

Our Safety Program includes a list of persons responsible for safety issues and their specific duties. This includes but is not limited to, the responsibilities of everyone from senior management to supervisors, department managers, and employees. It identifies the person who shall be knowledgeable of site-specific safety requirements and be accountable for their implementation and adherence.

Management

Upon contract award, the Director of Operations, Project Manager, and Custodial Supervisors will:

- Establish rules and programs designed to promote safety and make known to all employees the established rules and programs.
- Appoint an employee with enforcement authority over safety matters.
- Impress upon all the responsibility and accountability of each individual to maintain a safe workplace.
- Provide training necessary for employees to do their tasks safely.
- Provide protective equipment for employees where required.
- Provide all Lead Custodians with copies of appropriate rules and regulations, and the responsibility to enforce them.
- Investigate all accidents.
- Conduct safety inspections of the work location, maintain records and continually monitor the program for effectiveness.
- Discipline any employee disregarding these policies.

Employees

It is the responsibility of all FCS employees to:

- Work safely in such a manner as to ensure their own safety as well as that of co-workers and others.
- Report for work in good mental and physical condition to safely carry out assigned duties.
- Use and maintain all safety devices provided.
- Follow all safety rules.
- Provide fellow employees with help with safety requirements.

Training

FCS addresses safety and environmental issues in a serious, no-nonsense manner in order to meet the proper and timely response to these issues, in addition to promoting a safe, healthy working environment. The best way we have found to do this is by being prepared. We prepare our on-site managers/supervisors by monitoring strict adherence to safety procedures and by continually educating personnel through regular training programs.

In fact, the first safety training is held in conjunction with the initial employee orientation meeting. We also conduct a survey of the job site in order to note any potential hazards existing at the site. We will work with the COR or other building safety personnel to discuss the issues if any.

Company Standards

We set very high standards and employ the best available people. We support them with quality training systems and the coaching they need for their professional development. We listen to our employees and encourage their involvement in the decision-making process. If we find that additional staff is needed due to attrition, we can pull support from our existing corporate or regional staff to fill short term gaps while finding the right permanent replacement. We also have relationships with several temporary employment agencies should the need arise.

TRAINING SYSTEM FOR CUSTODIAL STAFF

Management Responsibility

The Custodial Supervisor will know that their job is to stabilize and provide direction to the cleaning program. The success or failure of this or any cleaning program is based on the ability to initially provide, then train, motivate and continually oversee, the entire cleaning staff. The Custodial Supervisor and their designees will lead by example. They will be sure the entire cleaning staff is treated fairly and equally and that the cleaners are always able to talk over their concerns.

As the cleaning manager, the Custodial Supervisor and their designees are responsible for the quality of the cleaning and the timely completion of the cleaning. Four major components determine the success of the program:

- A well-trained, proficient staff
- A comprehensive system for maintaining quality
- The proper equipment and chemicals used
- The technique used for every task

By controlling these four areas, the cleaning manager and their designees will provide a successful cleaning program.

Custodial Training

Productivity and high morale are closely linked to good training, and a well-trained staff is essential to continuous quality improvement. We describe below our approach to employee training.

- Initial orientation to the facility
- Spartan CleanCheck training program
- Training for quality
- On the job training
- Small group workshops
- Weekly refresher training, or "method of the week"
- Monthly department in-service training programs
- Cross-training
- Remedial training
- Special focus training
- Documentation

Communication

The ability to communicate is perhaps the most important factor the cleaning manager will bring to the job. The lack of communication is the root cause of most business problems today. The cleaning manager listens to employees and is sure that they listen to and understand what s/he says. The cleaning manager will discuss both the employees' progress and his concerns with corporate management and will let the client know the positive and negative aspects of the day-to-day progress. The job of the cleaning manager, therefore, is to actively seek ways to communicate with all members of the staff, the tenant occupants, and the client.

Initial orientation to the facility

New employees will be guided through the facility by the Custodial Supervisor (or designee) to acquaint them with the different areas within the facility. They are introduced to their supervisors and co-workers. They receive an employee handbook that details FCS policies, procedures, dress codes, safety practices, etc. The supervisor reviews this material with the trainee. This orientation is given to each of the new employees hired before on the job training or introduction to the employee's work area occurs.

Training for quality

Prior to job training, we want employees to be fully aware of the critical importance of quality performance. We teach our custodial staff members that their personal contributions are important. We want them to identify and correct deficiencies before building tenants or supervisors see them, and we want them committed to exploring new ways in which to perform their work better and more efficiently. Management must immediately teach new staff members that they are valued and so are their ideas by creating an environment in which they feel comfortable coming forward.

Spartan CleanCheck

All FCS employees will be required to complete and pass an online training course through Spartans CleanCheck. CleanCheck offers a wide variety of training courses such as Floor Care, OSHA Bloodborne Pathogens Procedures, Advanced Disinfection, Restroom Cleaning, The ABC's of Cleaning Chemistry, and many more. Once each employee completes a section of training they will receive a "Certificate of Completion".

On-the-job training
Recruits are paired with training sponsors. "Training sponsors" are seasoned veterans qualified to instruct and critique. The Custodial Supervisor or designee appoints sponsors, incorporating training sessions into the normal flow of daily activities. Employees are first trained in basic cleaning tasks, such as bathroom cleaning and floor mopping. Those to be assigned floor maintenance jobs will also be instructed on how to properly use heavy floor and carpet equipment. Once "task training" is complete, the new employee receives "routine training," in which tasks are combined and sequenced into job assignments. The training sponsor first demonstrates, and then evaluates the trainee's performance, gradually relaxing the direct supervision as the employee becomes more proficient.

Small group workshops - *Quarterly*
"Task training" is also administered in small group workshops. Videos are used to illustrate procedures. Another equally effective technique we incorporate is holding small demonstration classes, during which the instructor performs a task and then invites employees to repeat the steps.

Weekly refresher training, or "method of the week"
Every week, all employees are refreshed on a selected cleaning procedure to ensure faithful compliance and discourage "short-cut" variations. Supervisors review the procedure and then observe their employees performing it, providing coaching as required. Thus over the course of a year, follow-up training is given on every cleaning task.

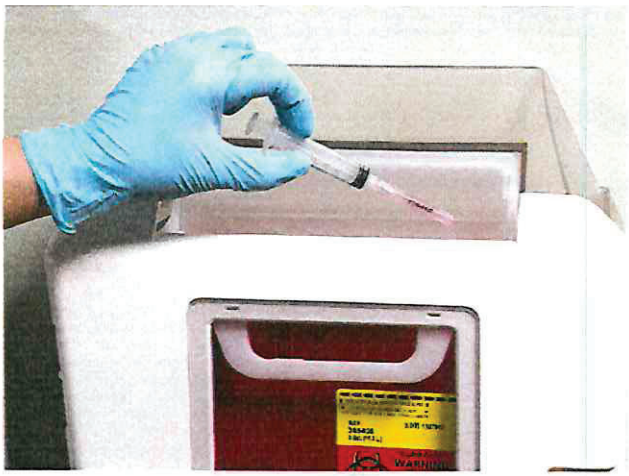
Monthly department in-service training sessions
Each month, all custodial staff members attend a department meeting featuring general business, a review of current employee issues, special projects coming up, inspection results, and an educational seminar.

Cross-training
Select custodial staff members are cross-trained so they can perform the cleaning procedures and routines of other job assignments should the regularly assigned staff be unavailable.

Remedial training
Poor performers and slow learners are enrolled in special remedial courses designed to bring their skill levels on par with co-workers. If disciplinary action is required, this one-on-one, specially tailored training becomes an important prelude.

Special focus training
Various subjects of considerable importance require yearly re-emphasis, such as body mechanics to minimize accidents, and fire and safety training to equip employees with extinguisher and evacuation skills.

Documentation
Accreditation standards and effective personnel management practices require training to be promptly and accurately documented.











CleanCheck®

training made simple®

CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment. Complete with bilingual video tutorials, training manuals, on-the-job cards and testing tools, CleanCheck is a thorough program that trains employees and keeps you compliant.

Spartan®

Providing Quality Maintenance and Chemical Specialty Solutions with Unparalleled Customer Service

CLEANCHECK® TRAINING SYSTEM

Your employees are your most valuable resources. To ensure quality workmanship, thorough and effective training is a must. Whether training existing employees or new hires, CleanCheck is the ultimate tool for instilling pride and professionalism, building confidence, minimizing complaints, and cost-effectively managing the talents of your workforce. Spartan's bilingual, web and DVD-based CleanCheck Training System makes fast work of administering instructor-led and self-directed training. CleanCheck modules cover basic and advanced topics for a variety of cleaning operations, including specialty facility areas. Plus, comprehensive Safety modules thoroughly demonstrate Bloodborne Pathogen Standards as well as OSHA Compliance. CleanCheck meets the requirements for the CIMS-GB Standard as well as CMI Advanced Standards. Online and hard copy testing adapts to both individual and group training situations. CleanCheck ensures that your staff will master the proper cleaning procedures that promote a safe and clean environment.



TRAINING VIDEOS

The CleanCheck Training Videos provide step-by-step procedural instruction on cleaning specific areas in your facility. Each video module covers the cleaning process end-to-end, but is also offered in single chapters so specific tasks can be easily revisited or re-trained. Available in both English and Spanish, CleanCheck video modules also offer DVD or web-based viewing to meet the needs of your diverse and dispersed organization.

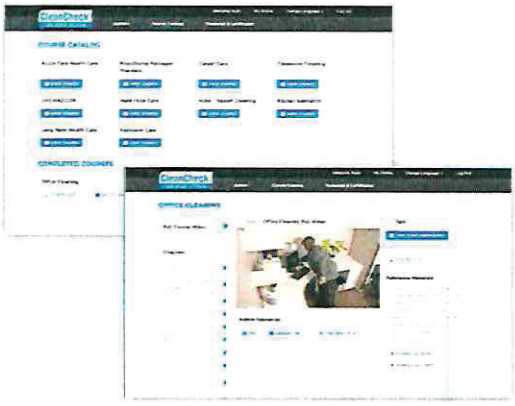


TRAINING MANUAL

The CleanCheck Training Manual includes detailed instructions on proper cleaning and procedures. Pages can be used as a handout during employee training, or a reference for employee training and retraining. As with all CleanCheck components, images and color-coded product categories reinforce the procedures taught in the instructional video modules.

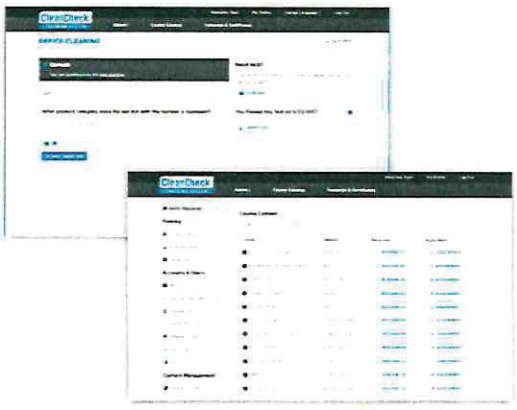
SIMPLE ONLINE ACCESS

COURSES



VIDEO TUTORIALS

WEB-BASED TRAINING



ACCOUNT MANAGEMENT

ON-THE-JOB CARDS

The CleanCheck job cards allow employees to perform each cleaning step with confidence when they're ready to clean by themselves. Housed with dual rings, you can easily separate and customize your card set based on which employees will need which job cards depending on their cleaning tasks. Employees can simply check off each step as it's completed with the provided erasable pen. CleanCheck job cards follow the procedural instructions covered in the video modules and manuals.



COLOR-CODED PRODUCT CATEGORIES

CleanCheck utilizes color-coded product categories to identify which products are right for the job. Displayed as colored/numbered dots throughout the videos, cards, and manuals, CleanCheck includes corresponding stickers that can be applied to the actual product containers so there is a direct association between each chemical and the cleaning category identified in the training and CleanCheck job cards. This provides more assurance that the right product is used for each cleaning challenge.



ONLINE TESTING, TRACKING, AND CERTIFICATION

When training is complete, you can reward employees for a job well done. Online testing is available and provides track-able results for each employee. Test questions focus on the basic concepts, while correct answers facilitate success and professional workmanship. Personalized certificates with employee name and area mastered are available upon completion of each module. These certificates can be printed for compliance documentation and presented to employees.



CleanCheck® TRAINING SYSTEM



CLEANCHECK TRAINING SYSTEM ONLINE SUBSCRIPTION — FREE
The complete CleanCheck Training System is available online.

THE BASIC CLEANCHECK TRAINING SYSTEM — 929000
The CleanCheck training system includes everything you need to roll out the system. Includes a company-wide subscription to CleanCheck Online, Trainer Manual, DVD set, card sets, and five product sticker sets.

CLEANCHECK TRAINER MANUAL — 929500
Over 40 pages covering training tips, procedures, safety, products, support, and dispensing systems.

CLEANCHECK CARD COLLECTIONS — 927000
Includes a set of 6 training card collections (Restroom Care, Office, Carpet Care, Hard Floor Care, Safety: GHS Modified HazCom, and Safety: Bloodborne Pathogen Standard) on 1" rings, and an erasable pen connected to a heavy-duty 3" ring.



Restroom Care Cards	927100
Office Cards	927200
Carpet Care Cards	927300
Hard Floor Care Cards	927400
Health Care: Acute Care	920300
Health Care: Long Term Care	927003
Education Cards	925000
Safety: GHS Modified HazCom Cards	934800
Safety: Bloodborne Pathogen Standard Cards	925300
Lodging/Hospitality Cards	927004
Kitchen Services Cards	927005
Fitness Facilities Cards	927006
Food Processing Sanitation Cards	927007
Pandemic Disinfection Cards	927008
Post-Pandemic Cleanup and Disinfection Cards	927009
Employee Personal Workspace Cleaning Cards	927010
Advanced Disinfection Cards	927011
The ABCs of Cleaning Chemistry Cards	927012
Healthcare Laundry	927013
Hospitality Laundry	927014

CLEANCHECK DVD SERIES — 928000
Includes a set of 6 CleanCheck instructional DVDs (Restroom Care, Office, Carpet Care, Hard Floor Care, Safety: GHS Modified HazCom, and Safety: Bloodborne Pathogen Standard).



Restroom Care DVD	928100
Office DVD	928200
Carpet Care DVD	928300
Hard Floor Care DVD	928400
Health Care: Acute Care DVD	920100
Health Care: Long Term Care DVD	928001
Education DVD	923800
Safety: GHS Modified HazCom DVD	932900
Safety: Bloodborne Pathogen Standard DVD	931100
Lodging/Hospitality DVD	928002
Kitchen Services DVD	928003
Fitness Facilities DVD	928004
Food Processing Sanitation DVD	928005
Pandemic Disinfection DVD	928006
Post-Pandemic Cleanup and Disinfection DVD	928007
Employee Personal Workspace Cleaning DVD	928008
Advanced Disinfection DVD	928009
The ABCs of Cleaning Chemistry DVD	928010
Healthcare Laundry	928011
Hospitality Laundry	928012



ADDITIONAL OPTIONS — 927900
Color-coding sticker sheets (set of 5)

Distributed By:

Spartan Chemical Company, Inc.
1110 Spartan Drive, Maumee, Ohio 43537
1-800-537-8990
www.spartanchemical.com

© SCC 07/21 L0016

Sub Tab J

Equipment List



Tennant: 20" High-Speed Burnisher



Tennant: 20" Low-Speed



Tennant: V-WD9



Tennant: V-SMU-14



Rubbermaid: Tilt Truck (1400lbs)



Rubbermaid: Bucket/Wringer Combo



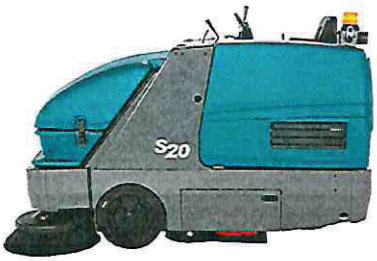
Rubbermaid: Janitor Cart



Rubbermaid: 44 Gal Brute/Dolly



Wet Floor Signs



Tennant: S20



PowerBoss: Core 50



PowerBoss: Atlas



Tennant: 1550



Tennant: ATLV



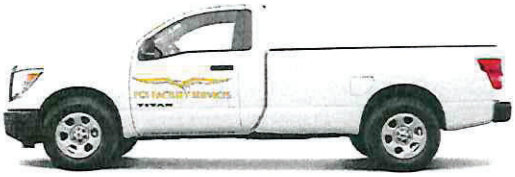
Advance: Cyclone 4500



PowerBoss: Phoenix 20



Karcher: Chariot Ivac



Nissan: Titan Work Truck



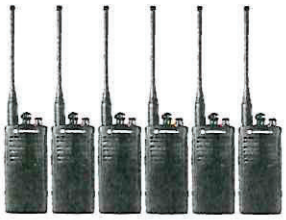
Gumwand: Gum Remover



North Star: Hot Water Pressure Washer



Pressure Pro: 4 GPM 4000PSI



Motorola: Handheld Radio

*** FCS stocks replacement equipment and misc. supplies and hand tools to eliminate any down-time due to inoperable equipment.**

Other Items:
Assorted floor pads, scrapers, squeegees for windows, squeegees for floor and cleaning towels. Aluminum ramps, other miscellaneous tools as may be required.

Sample Consumable Supplies

Diversey
for a cleaner, healthier future™

Chemicals & Hand Soap

Diversey Stride Neutral Super Concentrate All Purpose Cleaner 5L/CS Green Seal
Diversey Glance Non-Ammoniated Glass Cleaner 2 1.5L/CS Green Seal
Diversey Crew Floor & Surface Disinfectant 2 1.5L/CS Green Seal
Diversey Alpha HP Multi Surface Cleaner 2 1.5L/CS Green Seal

Safety Data Sheets

Chemical Safety Data Sheets will be delivered to all closets containing cleaning chemicals to be used under this contract. All chemicals will have corresponding wall training charts outlined the proper usage of each chemical.

Deliveries

Wherever practical, all supplies will be drop shipped to a central location for any given lot. Once delivered, the building supervisors will ensure the products are dispersed to the individual janitorial closets. Team leads will be responsible for the nightly monitoring and reporting of building supply levels to ensure adequate supplies necessary to perform under this contract are maintained at all times.

Tab 3

Sub Tab K

1. Respondent's Certification

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

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

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

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

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

Company	***Sworn to and subscribed before me by means of:***
Florida Cleaning Systems, Inc. dba FCS Facility Services	☑ ***physical presence or*** ☐ ***online notarization***
Respondent's Signature	***this day of*** 20th September ***20*** 23
Print Name and Title	***by*** Giovanna Barrios ***who is***
Giovanna Barrios, Chief Executive Officer	☑ **Personally Known; or** ☐ **Produced Identification. Type of identification produced:**
Address:	***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05]***
131 S Country Club Road, Lake Mary, FL 32746	**(STATE OF FLORIDA**
Date 9/26/2023	**COUNTY OF** Seminole
Duns Number 134306062	
32-0045361	**Notary Signature:** Annetta M. Speciale
Federal Tax Id Number	**Notary Public My Commission Expires:** 02/23/2025
Email: Giovanna@fcsfacilityservices.com	**Printed, typed or stamped commissioned name of Notary Public**

Seal: ANNETTA M. SPECIALE MY COMMISSION # HH 057892 EXPIRES: February 28, 2025 Bonded Thru Notary Public Underwriters

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

3. Respondent's Questionnaire

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

1. Contact Information

Name of Company	Florida Cleaning Systems, Inc. dba FCS Facility Services
Contact Individual	Pat Lamb, VP of Business Development
Contact Address	131 S Country Club Road
City, State, Zip	Lake Mary, FL 32746
Telephone Number	407.221.6160
Email Address	Pat@fcsfacilityservices.com

2. Emergency Contact

Emergency Contact Person: Pat Lamb, VP of Business Development
Telephone Number: 407.221.6160 Cell Phone Number: N/A
Email: Pat@fcsfacilityservices.com

3. Authorized Signatories

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

Name	Title	Indicate Principal or Authorized Authority
Giovanna Barrios	Chief Executive Officer	Principal
Roger Barrios	Chief Operating Officer	Principal

4. Experience

a. Years in business: 21
b. Years in business under this name: 21
c. Years performing this type of work: 21

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

a. Provide the Resume
b. Provide Business License

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

Ref #1. Customer/Client: Greater Orlando Aviation Authority
Description of Services: 24/7 parking garage and surface lot janitorial services to include pressure washing,
gum removal, sweeping, trash removal, porter services, and special projects.
Start and End Date of Contract: (2014-2019) (2019 - November 2023)
Contract Amount: $1.5 Mil+
Street Address: 1 Jeff Fuqua Blvd.
City, State, ZIP Code: Orlando, FL 32827
Telephone # 407.752.7925
Contact Person: Nina Gilbert
Email: Nina.Gilbrt@goaa.org

Ref # 2. Customer/Client: Reedy Creek Improvement District
Description of Services: 24/7 parking garage janitorial services to include pressure washing, gum
removal, scrubbing, sweeping, water reclamation, trash removal, day porter services.
Start and End Date of Contract: 2021 - 2028
Contract Amount $1.1 Mil+
Street Address: 1530 E Buena Vista Dr.
City, State, ZIP Code: Lake Buena Vista, FL 32830
Telephone # 407.717.4970
Contact Person: Steve Mendygral
Email: Smendygral@rcid.org

Ref #3. Customer/Client: Orlando Health
Description of Services: quarterly, semi-annual, and annual parking garage services to include
pressure washing, scrubbing, gum removal, sweeping, water reclamation, and restriping.
Start and End Date of Contract: 2016 - Renewable Annually
Contract Amount $500k+
Street Address: 419 Columbia st
City, State, ZIP Code: Orlando, FL 32806
Telephone # 352.348.1419
Contact Person: Scott Arnold
Email: Scott.Arnold@orlandohealth.com

4. Conflict of Interest Disclosure Form

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

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

Comments:
N/A

Acknowledged by: Giovanna Barrios, Chief Executive Officer

Firm Name: Florida Cleaning Systems, Inc. dba FCS Facility Services

Signature of Authorized Representative:

Name and Title (Print or Type): Giovanna Barrios, Chief Executive Officer

Date: 9/26/2023

5. Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Florida Cleaning Systems, Inc. dba FCS Facility Services

By: _____
(Authorized Signature)

Title: Chief Executive Officer

Date: 9/26/2023

6. E-Verfication Certification Form

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

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

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

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

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

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

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

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

Company Name: Florida Cleaning Systems, Inc. dba FCS Facility Services

Authorized Name: Giovanna Barrios Title: Chief Executive Officer

Signature: _____ Date 9/20/2023

State of Florida

County of Seminole

This instrument was acknowledged before me on 20th September 2023 (Date)

Notary Public Signature _____

ANNETTA M. SPECIALE
MY COMMISSION # HH 057892
EXPIRES: February 28, 2025
Bonded Thru Notary Public Underwriters

Bid Pricing Forms

All pricing forms related to the IFB have been successfully uploaded using OPENGOV in their respective sections. These forms encompass the MWBE letter of intent, the price schedule form, and the pricing table.

Sub Tab L

ORLANDO INTERNATIONAL AIRPORT | MCO

Orlando International Airport
5850 B Cargo Road
Orlando, Florida 32827-4399
Phone: (407) 825-7133
Fax: (407) 825-3004

September 1, 2023

Ms. Giovanna Barrios
Florida Cleaning Systems, Inc. DBA FCS Facility Services
131 S Country Club Rd.
Ste. 2021
Lake Mary, FL 32746

Disadvantaged Business Enterprise (DBE) Certification
Airport Concessions Disadvantaged Business Enterprise (ACDBE) Certification
Anniversary Date: September 1, 2024

Dear Ms. Barrios:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) has reviewed the **No Change Declaration Affidavit (NCD)** along with the supporting documentation, submitted on behalf of **Florida Cleaning Systems, Inc. DBA FCS Facility Services** to determine whether the entity continues to meet the **Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE)** eligibility requirements of **49 CFR, PART 26.** I am pleased to inform you that your firm remains eligible for DBE/ACDBE certification in accordance with **49 CFR, PART 26 and PART 23.**

Your firm has been certified under the North American Industry Classification System (NAICS) Codes listed on page 2 of this letter.

Your firm will be listed in **Florida's Unified Certification Program (UCP) DBE Directory** which can be accessed via the Florida Department of Transportation's (FDOT) website at https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory. As long as the firm is listed as a DBE/ACDBE in Florida's UCP DBE Directory, it is considered DBE/ACDBE Certified by all Members of the Florida UCP.

DBE/ACDBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE/ACDBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

DBE/ACDBE certification is continuing from the date of this letter. However, it is contingent upon the firm renewing its eligibility annually. Your current Anniversary Date is **September 1, 2024.** For continued eligibility, a **No Change Declaration (NCD)** form must be submitted to our office annually. While we will make every attempt to notify you prior to the anniversary date of your certification, it is ultimately your responsibility to provide a NCD to our office. You may complete your NCD online at https://goaa.diversitycompliance.com. To help facilitate the processing of your NCD prior to your anniversary date, **please submit your NCD and all required documentation ninety (90) days in advance of your anniversary date.** Failure to timely submit your annual NCD may result in the removal of your firm as a **DBE/ACDBE.**

If there is a material change in the firm, including, but not limited to: ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must promptly notify this office in writing. Notification should include supporting documentation.

September 1, 2023

Giovanna Barrios
Florida Cleaning Systems, Inc. DBA FCS Facility Services

Florida Cleaning Systems, Inc. DBA FCS Facility Services is Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) Certified by the Greater Orlando Aviation Authority under the following NAICS Commodity Codes/Area(s) of Specialty:

NAICS 561720: JANITORIAL SERVICES

Congratulations on your certification. Your anniversary date is **September 1, 2024.** Please contact our office at 407- 825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,

Yovannie Rodriguez, Esq. AAE
Chief Administrative Officer

FLORIDA CLEANING SYSTEMS, INC.

Has Been Certified As A

MINORITY BUSINESS ENTERPRISE

Approved Lines of Business:

JANITORIAL SERVICES

This certificate is valid:
August 2023 through August 2025

Natasha Raynor
for Sheena Ferguson, Manager
August 28, 2023

Orange County Business Development Division
P.O. Box 1393
Orlando, Florida 32802-1393
407-836-7345

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.

ORLANDO INTERNATIONAL AIRPORT | MCO

Orlando International Airport
5850 B Cargo Road
Orlando, Florida 32827-4399
Phone: (407) 825-7133
Fax: (407) 825-3004

March 6, 2023

Mr. Marcell Sutherland
Marvol Enterprises, LLC DBA Marvol Safety Specialists
246 Messina Place
Orlando, FL 34737

Disadvantaged Business Enterprise (DBE) Certification
Anniversary Date: March 6, 2024

Dear Mr. Sutherland:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) has reviewed the **No Change Declaration (NCD)** along with the supporting documentation, submitted on behalf of **Marvol Enterprises, LLC DBA Marvol Safety Specialists** to determine whether the entity continues to meet the **Disadvantaged Business Enterprise (DBE)** eligibility requirements of **49 CFR, PART 26.** I am pleased to inform you that your firm remains eligible for **DBE** certification in accordance with **49 CFR, Part 26.**

Your firm has been certified under the North American Industry Classification System (NAICS) Codes listed on page 2 of this letter.

Your firm will be listed in **Florida's Unified Certification Program (UCP) DBE Directory** which can be accessed via the Florida Department of Transportation's (FDOT) website at **https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory.** As long as the firm is listed as a **DBE** in Florida's UCP DBE Directory, it is considered **DBE** Certified by all Members of the Florida UCP.

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

DBE certification is continuing from the date of this letter. However, it is contingent upon the firm renewing its eligibility annually. Your current Anniversary Date is **March 6, 2024.** For continued eligibility, a **No Change Declaration (NCD)** form must be submitted to our office annually. While we will make every attempt to notify you prior to the anniversary date of your certification, it is ultimately your responsibility to provide a NCD to our office. You may complete your NCD online at https://goaa.diversitycompliance.com. To help facilitate the processing of your NCD prior to your anniversary date, **please submit your NCD and all required documentation ninety (90) days in advance of your anniversary date.** Failure to timely submit your annual NCD may result in the removal of your firm as a **DBE.**

If there is a material change in the firm, including, but not limited to: ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm, you must promptly notify this office in writing. Notification should include supporting documentation.

March 6, 2023

Marcell Sutherland
Marvol Enterprises, LLC DBA Marvol Safety Specialists

Marvol Enterprises, LLC DBA Marvol Safety Specialists is Disadvantaged Business Enterprise (DBE) Certified by the Greater Orlando Aviation Authority under the following NAICS Commodity Codes/Area(s) of Specialty:

NAICS 423850: JANITORIAL EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS
NAICS 541613: MARKETING CONSULTING SERVICES

Congratulations on your certification. Your anniversary date is **March 6, 2024.** Please contact our office at 407-825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,



George I. Morning
Director, Small Business Development Department

Certified Profile

CLOSE WINDOW

Print

Business & Contact Information

BUSINESS NAME	**Marvol Enterprises, LLC**
OWNER	**Mr. Marcell Sutherland**
ADDRESS	**9969 Moss Rose Way** **Orlando, FL 32832** [map]
PHONE	**407-730-1503**
EMAIL	**msutherland@marvolenterprises.com**
WEBSITE	**http://www.marvolenterprises.com**

Certification Information

CERTIFYING AGENCY	**Greater Orlando Aviation Authority**
CERTIFICATION TYPE	**MWBE - Minority/Women Business Enterprise**
CERTIFIED BUSINESS DESCRIPTION	**Janitorial cleaning supplies and non slip flooring applications**

Commodity Codes

Code	Description
NAICS 423850	Janitorial equipment and supplies merchant wholesalers
NAICS 541613	Marketing consulting services

Additional Information

Sub Tab M

GREATER ORLANDO AVIATION AUTHORITY

OPEN

PARKING GARAGE JANITORIAL MAINTENANCE

Last updated by Addendum #4 on Sep 22, 2023 12:03 PM

Solicitation

Procurement and Purchasing

91003, 91039, 95863, 96221

Project ID: 23-405-IFB

Release Date: Tuesday, September 5, 2023

Due Date: Thursday, September 28, 2023 11:00am

Posted Tuesday, September 5, 2023 6:11pm

All dates & times in Eastern Time

Draft Response | Events RSVP | No Bid

Time Remaining: 1 days, 0 hours, 33 minutes

Addenda & Official Notices

Addenda & Notices issued following the posting of the project

All	6
Addenda	4
Notices	2

Addendum #1

Sep 6, 2023 8:03 AM

Please use the See What Changed link to view all the changes made by this addendum.

See What Changed

23454-IFB_Exhibit_2_–_Parking_Garage_Janitorial_Cleaning_Sheets_-Mapbook_FULLSET.pdf

23-454-IFB_Exhibit_1_CONTRACT_DISCREPANCY_REPORT.pdf

Addendum #2

Sep 8, 2023 1:20 PM

Addendum No. 2 - Update Microsoft Teams Meeting

23-405-IFB_Addendum_No._2.pdf

Addendum #3

Sep 21, 2023 2:10 PM

This Addendum is to provide the last 2 years' summary of performance deductions.

July22_-July23_Parking_Garage_Jan-Main_CDR.pdf

July21-_June22_Parking_Garage_Jani_CDR_Summary.pdf

Addendum #4

Sep 22, 2023 12:03 PM

Please see attached Addendum No. 4 - Questions and Answers.

23-405-IFB_Addendum_No.4.pdf

Tab 4

Sub Tab N

Ana Ramos

131 S Country Club Rd.
Lake Mary, FL 32746
(407) 385-2247
Aramos@fcsfacilityservices.com

Skills

Dedicated and experienced Parking Janitorial Site Manager with a proven track record in maintaining cleanliness, safety, and efficiency in parking facilities. Seeking an opportunity to apply my skills and leadership to enhance the operational effectiveness of parking facilities.

Experience

March 2022 - PRESENT

FCS, Orlando Int'l Airport – *Parking Garage Site manager*

- Manage all areas covered under the GOAA Parking Garage Contract.
- Perform weekly inspections with GOAA Management.
- Manage three different shifts and work with subcontractors/
- Schedule daily tasks, special projects, and cycle cleaning.
- Manage supply inventory and maintenance of all equipment.

August 2018 - February 2022

FCS, Orange County – *Supervisor*

- Manage supply inventory at sites.
- Ensure all cleaning tasks are completed according to the SOW.
- Manage cleaning staff for multiple locations.
- Perform cleanliness inspection.

November 2016 - July 2018

FCS, Orange County – *Lead Cleaner*

- Responsible for ensuring the cleanliness of assigned areas.
- Direct general cleaners during shift.
- Ensure all assigned tasks are completed.
- Perform cleanliness inspections.

Education

Adjuntas high School, Puerto Rico – *High School Diploma*

Sub Tab O

Bertram (Bert) Geathers

8062 Tompkins Square | Orlando, FL 32807 | (407) 310-1310 | gpcmaintsys@aol.com

OWNER | OPERATOR | MASTER PRESSURE WASHER

Experienced pressure washer with extensive comprehension of the operation and maintenance of high-pressure cleaning equipment, machines and vehicles to sanitize parking lots, driveways, sidewalks, homes, buildings, heavy equipment, garbage trucks, bridges and metal structures. Service-oriented individual with exceptional ability to ensure customer satisfaction.

- ✔ Single handedly started cleaning business in 1995 using high-pressure equipment.
- ✔ Suggested implementation of preventative maintenance work on pressure washers, increasing their life and utility by 30%
- ✔ Trained apprentices and cleaning crews in safely handling and operating pressure wash guns, as part of their work practices
- ✔ 1st Pressure Washer Company in Southeast United States to be certified in Environmental Cleaning Practices in 1999
- ✔ Won Specialized cleaning and disposal bids at Pensacola Naval Air Station and Ft. Meade Army Base.

CORE COMPETENCIES

Pressure Cleaning	Debris Removal	Preventative Maintenance
Sanitations Practices	Hazardous Waste Removal	Construction support
Wash Guns Operations	Pumps Tending	Equipment Operation
Buffing Assistance	Biosecurity Safety	Waste Water Recovery
Acid Etching	Sand Blasting	Runway Rubber Removal
Low-Pressure High-Volume Steam	Concrete Preparation	

PROFESSIONAL EXPERIENCE

GPC MAINTENANCE SYSTEMS, INC — 2000 – Present
Owner & Operator — Orlando, FL

Adept at operating pressure washer machinery in a safe and effective manner to clean a variety of surfaces - Cleaning over 20 million sq. ft of concrete surfaces annually. Manage large scale commercial projects.

- Bid and won numerous competitive cleaning contracts in the government and private sector
- Qualified to perform both preventative and general maintenance on pressure washing machines, in accordance with established procedures
- Highly experienced in using biodegradable organic chemicals to prepare surfaces for intense cleaning
- Well-versed in assisting with construction work post cleaning duties, in a bid to provide support to workers in meeting tight deadlines
- Own & operate state of the Art Equipment and Utilizes Advance Cleaning techniques
- Manage company operations, purchased vehicles, equipment and supplies
- Direct staff, apprentices and cleaning crews
- Operate Front-end loader, Bucket Truck during cleaning operations
- Perform preventative maintenance on pressure washing machinery and tools

GEATHERS PRESSURE CLEANING — 1995 – 2000
Owner & Operator — Orlando, FL

Focused on primarily residential pressure cleaning projects and small commercial pressure cleaning.

- Assessed surfaces and equipment to determine what type of chemicals and equipment required to clean them
- Calibrated pressure washers to ensure they are in proper working order, and test them at the beginning of each shift

- Cleared surfaces to be cleaned with pressure washers or guns by removing debris from them
- Applied degreasers to ensure that pressure cleaning efficacy can be increased
- Operated pressure washing machines including guns, hoses, pumps and wands
- Performed further detailing on cleaned surfaces to ensure that the end result is according to standards
- Ascertained that all pressure washing equipment and tools are properly maintained and stored in safe areas

EDUCATION

Bethune Cookman College 1988-1989
Valencia Community College 1986 – 1987
Polk Community College 1984-1986
Winter Haven High School, Winter Haven, FL - High School Diploma 1984
Walt Disney World Industrial Engineer Dept Internship 1989-1990

TRAININGS

Hazardous Material Certificate - FDOT
Maintenance of Traffic Supervision – FDOT
Environmental Cleaning - PWNA

CLIENTS & BIDS WON

Government Entities

United States Postal Service, City of Orlando, City of Daytona Beach, City of New Smyrna Beach, East-West Expressway Authority, FDOT Suncoast Parkway, FDOT Turnpike Enterprise

Corporations & Companies

Walt Disney World, Universal Studios, Darden Restaurants, Burger King, Walgreens Co, 7/11 Southland Co, Marriott International Hotels, Simon Properties, Chick-fil-A and Circle K, BP Gas, Citgo Gas

Specialized Jobs:

SBA 8a – Pensacola Naval Air Station Rust removal from Buildings and Aviation Equipment
SBA 8a – Ft. Meade Army Base Asbestos removal, cleaning and disposal

Business Designations & Programs

- City Orlando MBE
- Orange County,Fl MBE
- GOAA LDB Program
- NMSDC – National Minority Supplier Diversity Council
- FMSDC – Florida Minority Supplier Diversity Council
- SBA – 8a /US DOT Program 2000-2009
- FDOT MBE

Sub Tab P

Marcell W. Sutherland
246 Messina Place, Howey-in-the-Hills, Florida 34737
Telephone: (407)730-1503
E-mail: marcell.sutherland@gmail.com

PROFESSIONAL PROFILE

Highly innovative, entrepreneurial, and results-oriented Marketing and Management professional with demonstrated knowledge and understanding of coordination, facilitation, and delivery of programs at the state, local and community levels. Analytical and decisive with a commitment to developing and implementing innovative, logical, cost effective and sustainable solutions to complex problems. Excellent communications skills. Proven leadership ability to collaborate with, manage and motivate teams and achieve quantifiable program results in addition to being a fully integrated and cohesive team player. Excellent project and time management skills.

PROFESSIONAL EXPERIENCE

Marvol Enterprises, Handyman Services
Owner, Managing Director 03/2021 – Present

- Remodel, repair, painting, carpentry and performing general skilled maintenance services for commercial and residential customers.
- Provide customer service to clients.
- Utilizing for logistics for operations.
- Provide solutions to client needs.
- Negotiating with suppliers
- Maintain accounting function with the use of QuickBooks.
- Managing cash Flow.

Marvol Safety Specialists
Distributor/Owner 9/2013 – Present

- Cleaning supplies and floor non-slip products.

Marvol Enterprises LLC
Owner 09/2013 - Present

- Bridging the manufacturers and suppliers' gap, by connecting them, through the services we provide
- Pursue government contracts.
- Successfully won contracts with the Greater Orlando Airport Authority on three times
- Successfully partnered with Xxtra Ordinary Janitorial Services, on various projects

CDL Driving experience
Centerline Trucking
Driver 12/2020 – 02/2021

- Driving tractor trailer, delivering products throughout the state of Florida

Pro Driver
Driver 9/2019 – 11/2020
Driving tractor trailer, delivering products throughout the state of Florida

Tracie McCormick
Driver 6/2018-9/2019

- Delivering US mail for the United States Post Office, successfully securing background checks.

UPS

Package Truck Driver 11/2017 – 1/2018

- Driving, Packing and distribution of consumer packages.

Grace Kennedy Foods USA

Sales Representative 3/2015 - 3/2016

- Increased Revenue within geographical location by 50% resulting in Sales of over $1m within nine months.
- Opened and develop new accounts within the retail trade.
- Develop Strategic relationships with existing and new accounts.
- Travelled extensively within central Florida managing accounts.

Iberia Foods

Sales Representative 7/2013 – 2/2015

- Developed and maintained relationships with Caribbean centric accounts.
- Developed new markets among retail customers.
- Increased sales by over 40% within the first year with flagging accounts.
- Turnover $1,000,000 in Sales in first year.

Florida Hospital Marketing & Planning

Project Team Member 2/2013-4/2013

- Worked on several projects with Vice President of Marketing.
- Completed the editing of the 2013 Florida Hospital (FH) Regional Business Plan
- Participated in Strategic Business Development meetings for Fish Memorial and Waterman Hospitals
- Participated in meetings on developing physician (PCP) relationship related strategies for Tampa Bay and Volusia/Flagler markets and research analysis.
- Liaison for the VP in the development of On Focus software for CEO of FH Heartland.

Sierra Leone Development Foundation Sierra Leone, West Africa

General Manager/Administrator 1/2011 – 3/2013

- Prepared, executed, and coordinated the implementation of corporate and marketing strategies.
- Negotiated and developed relationships with KEY stakeholders.
- Liaised between internal and external stakeholders on strategies.
- Developed strategies for a customer focused organization.
- Chairman board of director

Boston Public Schools

Consultancy Experience – Denhan International **2/2008-3/2009**

I have done extensive marketing consultancy work for various organizations the latest been Denhan International, a property management company, where I developed and implemented marketing strategie for the organization, where there had been no strategies previously. (***either list them all or remove this -rewrite this statement to remove the "I") something like "Consultancy work in marketing strategy for various multi-national corporations" - this sentence gives you the opportunity to list the names of the organizations without a description.***

London Metropolitan University, London, England

Marketing & Management Lecturer 9/2007-8/2009

- Lecturer for undergraduate and graduate level college which included various marketing and business management courses.
- Planned, coordinated, and participated in special university events.
- Advised students in academic matters.
- Conducted marketing lectures on the Chartered Institute of Marketing (CIM) Program (increased success rate by 20%, resulting in a pass rate of over 90%)

Croydon College Higher Education Center, Croydon, England
Marketing & Management Lecturer 9/2003 -8/2007

- Taught the marketing elective, modules included – Marketing Communications, Finance Marketing, Marketing Strategy and Corporate Strategy.
- Presented lectures in Bachelor of Arts, Fashion Marketing, Fine Art Business, Chartered Institute of Marketing (CIM), Institute of Leadership and Management (ILM) and Chartered Institute of Purchasing and Supplies (CIPS) professional courses Developed project plans, assigned stakeholders, established business requirements, estimated resources, dependencies, lifecycles, and deadlines on various teaching methodology.

Cainhill Forensic Hospital *(where was this)*
Healthcare Assistant 4/2001-7/2007

- Administrative Assistance/Nursing Assistant
- Assisted the hospital administrator with day-to-day planning and execution of plans.
- Assisted nursing and medical staff in the care and rehabilitation of psychiatric patients.
- Maintained hospital budgets.

Grosvenor Nursing Agency, London, Health Care Assistant. 10/2001 – 9/2002

Royal Holloway University, Egham, Surrey, Accommodations Officer 6/2001 – 9/2001

Citibank NA, Lewisham, Processing Clerk 4/2000 – 9/2000

Shell Lewisham, Sales Assistant/ Customer service 1999 – 1999

Revilo UK Ltd, Marketing Assistant 6/1998 -9/1998

Skills and Training
Microsoft Office, Outlook, Word, Excel, PowerPoint

- Quick books
- Internet and Intranet navigation
- Strategic Planning
- Project Management and Productivity Improvement
- Marketing and Sales/Financial Management
- Healthcare Administration

Professional Licensure
Chartered Institute of Marketing, Chartered Marketer
Commercial Driver License

Education

MA, Strategic Marketing, University of Greenwich London, England

Post Graduate Diploma, Strategic Marketing, Bromley College, Kent, England

Post Graduate Certification, Strategic Marketing, Chartered Institute Marketing, Cookham England

BSc, Business Administration, Excelsior Community College, Kingston, Jamaica

Other Activities

Member of the Mount Sinai Education Committee (MSEC) - Public Relation Officer for the Symposium on Technology and Advanced Robotics STAR program
Member of the Advisory team for the Child Development Committee for Mt. Sinai Junior Academy
Member of West Orange Chamber of Commerce
Avid Photographer

Voluntary Organization Affiliations

Swiss-Sierra Leone Development Foundation, fund raising for community hospital in Sierra Leone, West Africa
Convenor of Friends Talking, a weekly men's forum, addressing issues relevant to men
Howey In the Hills Men's Club member.
Member of Operation Reach Back for mentoring young black boys at risk in communities.
Volunteer with Community United Outreach, providing food for communities throughout Orlando and its environs.

References

Available

Tab 5

Sub Tab Q

Technical Approach

FCS is highly confident in our extensive experience managing parking garages and overseeing substantial janitorial contracts, which uniquely positions us not only to meet but to surpass the requirements outlined in the IFB. In order to achieve the mandated 20% minority participation, we have partnered with Marvol Enterprises, LLC, as our subcontractor which has been entrusted with the responsibility of managing second-shift operations. FCS is committed to mentoring Marvol and equipping them with the necessary skills to effectively operate the second shift.

Furthermore, FCS has a proven track record of successfully mentoring multiple MBE & DBE subcontractors on a range of projects, including janitorial services, pressure washing, floor care, and window cleaning. Additionally, to fulfill the annual scrubbing requirements detailed in the Statement of Work (SOW), FCS has enlisted the expertise of GPC. GPC brings a wealth of experience in parking deck scrubbing, gum removal, water reclamation, and is currently responsible for scrubbing services at Orlando International Airport.

It is worth noting that FCS has successfully managed the transition of multiple parking garage janitorial operations, including those for Reedy Creek Improvement District and Orlando International Airport. Furthermore, our team possesses valuable experience in completing parking garage deep cleaning projects for Orlando Health, which encompass pressure washing, gum removal, sweeping, and restriping, all accomplished within a remarkable 3-4 day turnaround time.

ph 407-679-4201
fax 407-679-1144

GPC MAINTENANCE SYSTEM INC.

Email
gpcmaintsys@aol.com

G P C Maintenance Systems, Inc.

For over 20 years, GPC Maintenance Systems, has provided Pressure Washing and other services to over 500 Walgreen locations-store, district offices and warehouses. GPC is one of the largest Pressure Cleaning Company's in the State of Florida. We pressure clean over 2 million sqft monthly. We provided 22 different facility services to Walgreens, within the Walgreens interior and exterior facility job code system. We also provide a host of other services to clients such as the Florida Department of Transportation & USDOT, Disney World, Universal Studios and various city/county municipalities.

Bert Geathers, Cell: 407-310-1310

SERVICES

- ☒ Storefront Pressure Cleaning
- ☒ Carpet Cleaning
- ☒ Building and Roof Cleaning
- ☒ Cooler & Freezer Cleaning
- ☒ A/C Vent Cleaning
- ☒ Sewer Back-up Cleaning
- ☒ Storm Protection/Board UP
- ☒ Restroom Steam Cleaning
- ☒ Window Cleaning
- ☒ Parking Lot Sweeping

- ☒ Fence Construction & Repair
- ☒ Aluminum Handrails Install & Repair
- ☒ Painting
- ☒ Parking Lot Black topping
- ☒ Parking Lot Stripping
- ☒ Fire/Robbery Cleanup
- ☒ Storm Flashing Trim Repair
- ☒ Dumpster Corral Cleaning
- ☒ Trash Debris Hauling
- ☒ Tile repair











Main Office: 10151 University Blvd #221, Orlando, Florida 32817

GPC MAINTENANCE SYS, INC.

10151 University Boulevard #221 • Orlando, FL 32817
407-310-1310 fax 863-293-3320
Email: gpcmaintsys @ aol.com

Capability for Parking Garage Floor Scrubbing

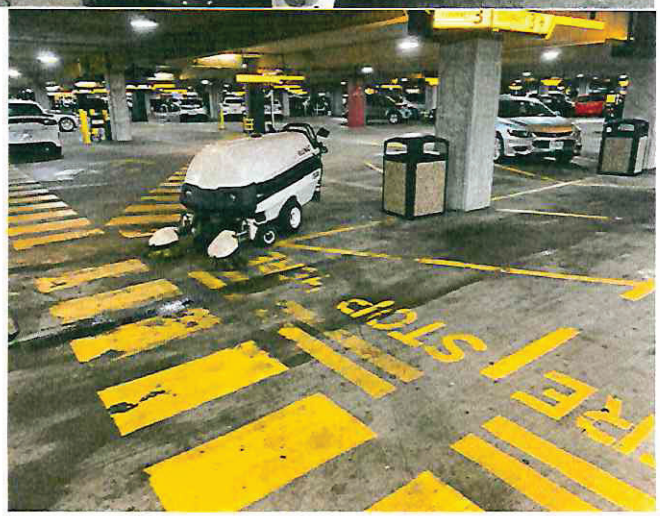
GPC Maintenance Sys, Inc uses a variety of custom specialized equipment for cleaning projects. The Tennant 1550 & Tennant 1500 , Power Boss Core 50 Scrubber/Sweeper & PowerBoss Atlas Sweeper, CYCLONE 4500, The ATLV 4300 and The Madvac are primarily used for our Contract **B09-19 PARKING GARAGE FLOOR SCRUBBING**,at GOAA.
We currently provide Parking Garage Floor Scrubbing for the A Garage-R1&R2, B Garage-R1&R2 and C Garage Levels R1 and Level R2.

The ATLV 4300 and The Madvac are used to prep the surface area, by removing trash, debris and sand from Cleaning surfaces. The Madvac can be used in all pedestrian areas, and both units filter the airflow, and can retain Particles down to 2-micron.









GPC MAINTENANCE SYS, INC.

10151 University Boulevard #221 • Orlando, FL 32817
407-310-1310 fax 863-293-3320
Email: gpcmaintsys @ aol.com

The Cyclone 4500, is the best unit for the requirements this bid 09-19 Parking Garage Floor Scrubbing.This self contained unit, pressure cleans with 5000psi ,5.6gpm Hot Water System, That Recovers the cleaning Water. **Zero Discharge capacity**. With a built in deck scrubber, and water reclaimation.Can be used without cleaning agents or with cleaning agents that need to be recovered.







GPC MAINTENANCE SYS, INC.

10151 University Boulevard #221 • Orlando, FL 32817
407-310-1310 fax 863-293-3320
Email: gpcmaintsys @ aol.com

The Tennant 1550 and Tennant 1500 are high end specialized Scrubbing units. Capable of cleaning airport roadways ,taxiways, areas of the AOA and parking garage floors.







GPC MAINTENANCE SYS, INC.

10151 University Boulevard #221 • Orlando, FL 32817
407-310-1310 fax 863-293-3320
Email: gpcmaintsys @ aol.com

Our PowerBoss Core 50 Scrubber/Sweeper and PowerBoss Atlas Sweeper, PowerBoss Phoenix 20 Scrubber. All areas of Floor Scrubbing and Sweeping needs.Additional Vacuuming options.















MARVOL ENTERPRISES

Marvol Enterprises LLC was established in 2013 by Founder and CEO Marcell Sutherland. Our company offers various services, including commercial cleaning. **Our mission** is to provide exceptional janitorial and cleaning solutions that meet and exceed our clients' expectations. We believe a clean environment is the foundation for productivity, well-being, and success! Our company maintains clean and inviting workplaces, ensuring your employees and clients experience a fresh and sanitary environment. With seven years of industry expertise, we can be a trusted partner in maintaining clean, healthy, and welcoming environments. We are committed to delivering the highest quality cleaning services using the latest industry practices and eco-friendly products. Our team consists of trained, dependable professionals who take pride in their work while always maintaining a courteous and respectful demeanor.

Why Choose Us? - We prioritize environmentally responsible cleaning practices to minimize our ecological footprint using green cleaning methods and products to protect your health and the environment. We understand that every client is unique, and we tailor our services to your specific needs and schedule. We have rigorous quality control measures to ensure consistent, top-notch results. We offer competitive rates without compromising on quality.

CAPABILITY STATEMENT

Corporate Structure:
Limited Liability Company
DUNS #: 038290876
CAGE Code: 7M3U8

NAICS
423850 – Janitorial Supplies
561720 – Janitorial Services
561790 – Other Building Svcs
322291 – Sanitary Paper Products

Minority Certifications
Small Disadvantaged Business (SDB)
Disadvantaged Business Enterprise
MWBE
LDB

Contact Person:
Marcell Sutherland
Msutherland@MarvolEnterprises.com

Tel: (407) 730-1503
Fax: (407) 540-9447

www.MarvolEnterprises.com

Professional/Technical Certification
Slip Doctor Installer Training Certificate

Company
Marvol Enterprises LLC is a reputable janitorial distribution and cleaning services company, dedicated to providing high-quality cleaning solutions to commercial clients. With seven years experience in the industry, we take pride in our commitment to cleanliness, professionalism and environmental responsibility.

Core Competencies
Janitorial Supplies
Industrial Facility Cleaning
Facilities Maintenance
Floor Safety Maintenance

Past Performance
Marvol Enterprises LLC has successfully partnered with Xxtra Ordinary Cleaning Services in supplying products and working on various projects for local business such as:

- Florida Conference of Seventh-Day Adventist
- Adventist Health Systems

Differentiators
- Established relationships with wholesalers of major brands
- Strong emphasis on quality control
- Commitment to eco-friendly cleaning practices
- OSHA Compliant (application in process)