GOAA DATE: 09/21/2022
ITEM #: 5.Q
DOCUMENTARY NO: 101491

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 01-23

ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES

ORLANDO INTERNATIONAL AIRPORT
AND
ORLANDO EXECUTIVE AIRPORT

ORLANDO, FLORIDA

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GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 01-23

ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES

ORLANDO, FLORIDA

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5.2. Contract

This Agreement/Contract is made and entered into effective as of the 1st day of December 2022, 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 **TRANSPORTATION 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 furnish and provide all labor, supervision, materials, and miscellaneous parts, equipment, tools, and all other accessories, services, and preparation of Maintenance of Traffic (MOT) for repairing or replacing light fixture controls, or electrical service related equipment associated with signs, lighting, bridges, exterior electrical service equipment and components, high mast light poles, parking lot pole mounted lighting, buildings, structures and other associated equipment,and all other items necessary or proper for, or incidental to, performing its obligations, performing roadway and exterior electrical maintenance services under **Purchasing Bid 01-23, Roadway and Exterior Electrical Maintenance Services** at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with this Specificationin accordance with the Contract Documents which consist of the Contract, Bid 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 Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

(REVISED PER ADDENDUM NO.

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

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Official Seal

Jan 3 2023 4:56 PM

DocuSign

Kevin Thibault
Chief Executive Officer
Jan 3 2023 4:48 PM

DocuSign

By: _____

Its: _____

Date: _____

Attest:

Anna Farmer
Assistant Secretary
Jan 3 2023 4:55 PM

DocuSign

_____
Secretary

Approved as to Form and Legality
this 15 day of December, 2022
Nelson Mullins Riley & Scarborough, LLP
By _____
Greater Orlando Aviation Authority

WITNESSED BY:

_____
(Seal)

"CONTRACTOR"

Transportation Systems Inc.
(Name of Contractor)

By: _____

(Signature of Owner or General Partner)

Its: President
(Title)

Eric Lesso
Name of Owner or General Partner Printed or Typed

Date: 10/18/2022

(REVISED PER ADDENDUM NO. 1)

Performance Bond No.: 0247717

Performance Bond Expiration Date: 12/01/2025

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that Transportation Systems, Inc. - 575 Cooper Industrial Parkway, Apopka, FL 32703, hereinafter called Principal, and Berkley Insurance Company - 475 Steamboat Road, Greenwich, CT 06830, a corporation organized under the laws of the State of Delaware 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 Hundred Sixty-Five Thousand and Six Hundred Sixty-Six Dollars ($165,666.00)**, 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 Bid 01-23, Roadway and Exterior Electrical Maintenance Services** 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:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

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

3. Pays the Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or

entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 17th day of October, 2022, 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:

Witness

Witness

(Seal)

Transportation Systems, Inc.
Principal (Name of Contractor)

By: _____
(Signature)

Its: Eric Lesso/ President
(Title)

Berkley Insurance Company
Name of Surety

Witness

Witness

By: _____
(Signature)

Its: Leslie A. Paulsen, Attorney-In-Fact
(Title)

Address: 3160 Campus Drive, Suite 100, Norcross, GA 30071

Telephone No.: (678) 252-1470

Fax No.: (770) 368-0404

E-Mail Address: lpaulsen@hhinsur.com

N/A
(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.

No. BI-137e-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Christopher B. Wortham; Shirley A. Coleman; Derek Wortham; or Leslie A. Paulsen of H & H Insurance Services, Inc. of Norcross, GA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 21st day of April, 2020.

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 21st day of April, 2020, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 17th day of October, 2022.

_____
Vincent P. Forte

Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2022

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

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

PRODUCER
H & H Insurance Services, Inc.
3160 Campus Drive
Suite 100
Norcross GA 30071

CONTACT NAME: John Hopeck
PHONE (A/C, No, Ext): 678-252-1466 **FAX (A/C, No):** 866-348-8540
E-MAIL ADDRESS: jhopeck@hhinsur.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance CO.	24147
INSURER B : Charter Oak Fire Insurance Co.	25615
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Travelers Casualty and Surety	31194
INSURER E :	
INSURER F :	

INSURED TRANSYS-01
Transportation Systems Inc.
575 Cooper Industrial Parkway
Apopka FL 32703

COVERAGES **CERTIFICATE NUMBER:** 1583422668 **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	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	4T-CO-8S146651	10/6/2022	10/6/2023	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	BA-8S144866	10/6/2022	10/6/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	CUP-8S149247	10/6/2022	10/6/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC 317155 22	10/6/2022	10/6/2023	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
D C C	Professional/Pollution Liab Leased/Rented Equipment Installation Floater	Y Y	Y	107520184 QT-630-8S300124 QT-630-8S300124	10/6/2022 10/6/2022 10/6/2022	10/6/2023 10/6/2023 10/6/2023	$1,000,000/Occ Limit Limit	$1,000,000/Agg $100,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE Purchasing Bid 01-23
Roadway and Exterior Electrical Maintenance Services
Orlando International Airport, Orlando, Florida

Additional insured status for on-going and completed operations, primary and non-contributory and waiver of subrogation per policy forms.

CERTIFICATE HOLDER

GREATER ORLANDO AVIATION AUTHORITY
Orlando International Airport
8652 Casa Verde Road, Building 811
Orlando FL 32827-2363

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
Christopher B Worthen

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Greater Orlando Aviation Authority
IFB No.: 01-23 Detail Pricing Sheet
Three Year Contract for Roadway and Exterior Electrical Services

DO NOT MODIFY OR REISSUE THE BID PRICE SHEET; USE THE BID PRICE SHEET FORM PROVIDED. The Electronically completed spreadsheet must be saved on USB flash drive and included with Bid submittal.

				Year One		Year Two		Year Three	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	Bucket truck with operator including MOT - Standard Hours	EA	100	$ 250.00	$ 25,000.00	$ 275.00	$ 27,500.00	$ 302.50	$ 30,250.00
2	Bucket truck with operator including MOT - Non-Standard Hours	EA	100	$ 300.00	$ 30,000.00	$ 330.00	$ 33,000.00	$ 363.00	$ 36,300.00
3	Journeyman Electrician/On-Site Lead Electrician - Standard Hour	Hours	300	$ 91.00	$ 27,300.00	$ 100.10	$ 30,030.00	$ 110.11	$ 33,033.00
4	Journeyman Electrician/On-Site Lead Electrician - Non-Standard Hour	Hours	150	$ 136.50	$ 20,475.00	$ 150.15	$ 22,522.50	$ 165.17	$ 24,774.75
5	Mechanic Electrician - Standard Hour	Hours	500	$ 78.00	$ 39,000.00	$ 85.80	$ 42,900.00	$ 94.38	$ 47,190.00
6	Mechanic Electrician - Non-Standard Hour	Hours	300	$ 117.00	$ 35,100.00	$ 128.70	$ 38,610.00	$ 141.57	$ 42,471.00
7	Helper Electrician - Standard Hours	Hours	300	$ 65.00	$ 19,500.00	$ 71.50	$ 21,450.00	$ 78.65	$ 23,595.00
8	Helper Electrician - Non-Standard Hours	Hours	100	$ 97.50	$ 9,750.00	$ 107.25	$ 10,725.00	$ 117.98	$ 11,797.50
9	Estimated Cost of Subcontractor Services	Dollars	20000	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00
10	Subcontractor Mark-up percentage (%) over its costs for subcontractor services (% expressed in decimals i.e. 1% should be entered as .01)	Percent	20000	20%	$ 4,000.00	20%	$ 4,000.00	20%	$ 4,000.00
11	Estimated Parts, Materials, Rentals and Components Purchased for Roadway and Exterior Electrical Services	Dollars	30000	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00
12	Contractors Mark-up % over its cost for Parts, Materials, Rentals, and Components purchased (e.g. 1% should be entered as .01)	Percent	30000	$ 0.20	$ 6,000.00	$ 0.20	$ 6,000.00	$ 0.20	$ 6,000.00
	SUB-TOTAL FOR EACH YEAR				$ 266,125.00		$ 286,737.50		$ 309,411.25
								GRAND TOTAL HERE AND ON SECTION FOUR – BID PRICE SCHEDULE PAGE. NOTE: The figure shown should match as the "Total Three (3) Year Bid Price."	**$ 862,273.75**

The number of lamp replacements and inspections, Additional Work hours, Subcontractor Services, and the miscellaneous parts and materials cost per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of lamp replacements and inspections, Additional Work hours, Subcontractor Services, and the miscellaneous parts and materials cost per year to differ from the estimates. The Aviation Authority has no obligation to request any xparticular quantity of Additional Work or to require the use of any particular quantity of lamp replacements and inspections, Additional Work hours, Subcontractor Services, and the miscellaneous parts and materials. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Avaition Authority only to pay the hourly labor rates for additional work requested by the Authority, the percentage mark-up for subcontractor services, and the percentage mark-up for approved miscellaneous parts and materials provided in the successful Bidder's Bid for the services and materials actually requested by the Avation Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Bid should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services.

Bidder/Contractor Acknowledgement and Approval

The following information, including an authorized representative signature, is required to be submitted with your bid detail pricing in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted as has the authorization of the said company to enter into a contractual agreement with the Aviation Authority for the purposes as proposed and described

Company Name: Transportation Systems Inc.

Authorized Signature:

Printed Name/Title: Eric Lesso/ President
Date: 6/14/22

Attachment A - Bidder's Certification

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

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

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

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

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

Company	***Sworn to and subscribed before me by means of:***
Transportation Systems Inc.	☑ ***physical presence or*** ☐ ***online notarization***
Bidder's Signature	***this day of*** June 14 ***20*** 22
Print Name and Title	***by*** ERIC LESSO ***who is***
Eric Lesso/ President	☒ **Personally Known; or** ☐ **Produced Identification. Type of identification produced:**
Address:	***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
575 Cooper Industrial Parkway Apopka, FL 32703	(STATE OF FLORIDA DEREK ARRINGTON Notary Public State of Florida Comm# HH245780 Expires 3/28/2026 COUNTY OF Orange)
Date 6/14/22	
Duns Number	**Notary Signature:**
Federal Tax Id Number	**Notary Public My Commission Expires:** 3/28/26
37-1759172	DEREK ARRINGTON **Printed, typed or stamped commissioned name of Notary Public**
Email: elesso@tsi-fl.com	

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

Attachment B - Bid Price Form

BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 01-23
ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES

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

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

The Bidder's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Aviation Authority in performing the services. The Bidder agrees to provide all provide all labor, supervision, materials, and miscellaneous parts, equipment, tools, and all other accessories, services, and preparation of Maintenance of Traffic (MOT) for repairing or replacing light fixture controls, or electrical service related equipment associated with signs, lighting, bridges, exterior electrical service equipment and components, high mast light poles, parking lot pole mounted lighting, buildings, structures and other associated equipment, and all other items necessary or proper for, or incidental to, performing roadway and exterior electrical maintenance services at the Orlando International Airport and Orlando Executive Airport.

ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES

TOTAL THREE (3) YEAR BID PRICE:

Eight Hundred Sixty Two Thousand Two Hundred & Seventy Three & 75/100 $ 862,273.75
(Print Dollar Amount)

Note: The figure shown above must match the figure shown on the Bid Form Price Sheet (Excel Worksheet) as the "Total Three (3) Year Bid Price."

Authorized Signature: _____

Name and Title (Typed or Printed): Eric Lesso

Date: 6/14/22

Attachment C - Addendum Receipt Verification

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

Addendum No. 1 Dated 6/1/22

Addendum No. 2 Dated 6/8/22

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

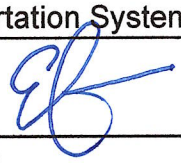
Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Transportation Systems Inc.
Company



Signature

Eric Lesso
Print Name

President
Title

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

Name of Company	Transportation Systems Inc.
Contact Individual	Eric Lesso
Contact Address	575 Cooper Industrial Parkway
City, State, Zip	Apopka, FL 32703
Telephone Number	(407) 814-0673
Email Address	

2. AUTHORIZED SIGNATORIES

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

Name	Title	Indicate Principal or Authorized Authority
Eric Lesso	President	Principle

3. EXPERIENCE

a. Years in business: 8
b. Years in business under this name: 8
c. Years performing this type of work: 8

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

a. Provide Resume of Journeyman Electrician/On-Site Lead Electrician
b. Provide Certificate of Electrical Safety Training
c. Certified Electrical Contractor's License.
d. Journeyman's License.
e. Provide Business License
f. What is the current number of company employees? 38
g. Will Additional Staff be hired to meet Contract requirements? No

LEE WILSON

1949 Summer Club Drive-315 Oviedo, FL 32765 • (407) 902-9884 • lbwilson08@gmail.com

Professional Summary

Goal-Oriented Leader in commercial electrical construction applications adept in planning projects, leading teams and keeping cost under control. Knowledgeable about safe practices and materials controls. Ready to apply nearly 20 years of specialized experience to a challenging leadership position. Meticulous mindset for electrical systems aiming to leverage a skill for empowering leadership to add value to a dynamic electrical construction firm. Adept at reviewing and interpreting contract documents, schematics and blueprints to adhere to specifications and meet project timelines on time, and under budget.

Skills (*Field and Administrative*)

- New construction and renovation
- Schematic and blueprint interpretation
- Wiring Diagrams
- Electrical room layout
- Equipment installation
- Troubleshooting
- Circuitry testing and identification
- Microsoft Office, Visio, Bluebeam
- Electrical testing equipment
- Staff management
- Safety and compliance
- Quality control
- Contractor oversight
- Scheduling
- Team leadership
- Materials, labor and budget forecasting

Work History

Superintendent/Project Manager, June 2020- Present

Transportation Systems Inc.
Created, managed, expedited contract document submittals, and schedules. Assisted General Contractors and Consultants with the development of electrical design standards and maintained and improved existing standards and guidelines. Prepared electrical-related scope documents, exhibits, RFI's and detailed electrical drawings. Reviewed electrical discipline calculations and equations, including electric circuit calculations, 3-phase power and ampacity, motors, voltage drop, and short circuit calculations. Oversee project construction with field staff and managers. Coordinate with Engineering and Airport Officials during time sensitive mission critical electrical service power change overs. Commissioning and de-commissioning of airport electrical services including airfield lighting systems.

Assistant Project Manager, November 2018- June 2020

MC², Inc- Sanford FL
1 & ½ years in low voltage Building Managements Systems *(BMS)* for HVAC. Collaborated with BMS engineering team for coordination and installation of a functional controls system. Assisted with development of design intent/shop drawings. Created submittal documents for engineering review and approval. Thorough review of contract drawings and specifications for discrepancies in design and ability to recognize any scope gaps within contract. Draft up RFI documents for engineer's review. Coordinate and inspect subcontractor's installation practices for compliance with contract documents. Work with various materials vendors to procure materials and equipment in a timely manner as to not impact schedule and project cost.

Superintendent, May 2003- November 2018

Morton Electric, Inc- Sanford FL
16 &1/2 years of experience working commercial construction including: *Orlando International Airport.* Developed and executed the layout of a variety of electrical systems on numerous projects around the airport including the new South Terminal Complex. Kept work moving smoothly by overseeing staff, materials, equipment deliveries, and installations. Implemented changes requested by the engineer and owner. Coordinated utility outage notifications as well as schedule final inspections. Consistently assumed additional responsibilities and worked extended hours to meet project deadlines.

Education/Certifications

FDOT Temporary Traffic Control (MOT) Intermediate, October 2020

IMSA Traffic Signal Technician Level-1, October 2020

IMSA Traffic Signal Technician Level-2, November 2020

OSHA 30-hr Construction Safety and Health, April 2016

Journeyman Electrical License, July 2009
Orange County Government Florida

Electrician Certificate of Completion, Florida Department of Education, June 2008
F.E.A.T ***(Florida Electrical Apprenticeship Training)*** Sanford, FL
•Achieved a 100% GPA in Structured Cabling Program.

LIST OF PROJECTS

- Kissimmee Gateway Airport New Electrical Airfield Lighting Vault
- All Aboard Florida/Bright Line Rail System Zone-3 Signal House Electrical Services
- Check Point Delta Airport Security Check Point at OIA New South Terminal-C
- GMP 6S-5 South Terminal C Phase-1 Airside Concourse (OIA) 2018-
- GMP 6S-5 South Terminal C Phase-2 Parking Garage, (OIA) 2019
- BP-488 N. Terminal West Check Point Renovation, (OIA) 2018
- E-245 Terminal Airside 2 & 4 Tram Tunnel LED lighting upgrades, (OIA) 2018
- E-242 Baggage Monitors, (OIA) 2018
- TSA West Check Point Passenger Screening Equipment Power poles, (OIA) 2018
- South Terminal APM Building LED Lights Dimming Control System, (OIA) 2017
- BP-443 Airside-4 Electrical Renovation U.S Customs, (OIA) 2016
- South Terminal APM/ITF Central Energy Plant, (OIA) 2016
- All Aboard Florida OUC Duct Bank Relocation, (OIA) 2015
- AVCONN Engineering OUC Duct Bank Research, (OIA)2015
- GOAA Board Room LED Dimmer Controls/Lighting Upgrades, (OIA) 2015
- South Terminal Contractor Trailer Complex, (OIA)2015
- Landside Terminal Lev-2 Business Monitors, (OIA) 2014
- Airside-4 Check Point Gate E-50 Construction, (OIA)2013
- Terminal to Airside-3 Fiber Optic Cable Installation, (OIA) 2013
- BP-402E Emergency Power Upgrades, (OIA) 2012
- Airside-2 Southwest/Air Trans Facilities Remodel, (OIA) 2011
- BP-425 Airside-1 International Arrivals Renovation, (OIA) 2011
- BP-415 Landside CEP Chiller/Cooling Towers Upgrade, (OIA) 2010
- GOAA On Call Electrical Maintenance, (OIA) 2010
- BP-370, Airside 1 Emergency Power Rehabilitation, (OIA) 2008
- BP-369 C.E.P Power upgrades, (OIA) 2007

References:

Richard A. Schulz
Electrical Systems Manager, Orlando International Airport
(407)-494-9756

Marcus Ruecker
Commissioning Specialist, Hanson Professional Services Inc.
(407)-810-3643

J. Clay Whitney
Quality Control Engineer, Page One Consultants Inc
(407)-797-2775

OSHA
Occupational Safety and Health Administration

37-602000100

This card acknowledges that the recipient has successfully completed:

30-hr Construction Safety and Health

This card issued to:

Lee Wilson

Timothy Sweigard
Trainer Name

04/13/2016
Date of Issue

Certificate of Completion

LEE WILSON

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

10/13/2024	15	Michael Hernandez	66562
Date Expires	FDOT Provider #	Instructor	Certificate #

United Safety Council
1505 E. Colonial Drive
Orlando, FL 32803
unitedsafetycouncil.com
cfreeman@floridasafety.org

For more information about Temporary Traffic Control (TTC) or to verify this certificate

www.motadmin.com

CERTIFIED PUBLIC SAFETY TECHNICIAN

IMSA

Lee B. Wilson

is hereby certified as a

Traffic Signal Technician Level I

by completing all requirements and examination for certification
on 10/30/2020

Valid thru 10/30/2023
Certification #AA_131735

Toby Cummings

Toby Cummings, CAE - Executive Director

Lee B. Wilson

is hereby certified as a

Traffic Signal Field Technician Level II

by completing all requirements and examination for certification
on 11/23/2020

Valid thru 11/23/2023
Certification #BE_131735

Toby Cummings

Toby Cummings, CAE - Executive Director

Ron DeSantis, Governor

Halsey Beshears, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER: EC13007379

EXPIRATION DATE: AUGUST 31, 2022

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

Additional Business Qualification

SMITH, BENJAMIN EDWARD
TRANSPORTATION SYSTEMS INC.
575 COOPER INDUSTRIAL PARKWAY
APOPKA, FL 32703

ISSUED: 09/09/2020

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

DIVISION OF BUILDING SAFETY
Shane Gerwig, Building Official
201 South Rosalind Avenue, 1st Floor
Orlando, Florida 32802

DATE: 10/21/2020

Lee B Wilson
632 PINEBRANCH CIR
Winter Springs, FL 32708

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

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

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

Contact Information Currently on File

Address: **632 Pinebranch Cir.**
Winter Springs, FL 32708
Phone: **4079029884**
Email: **lwilson@tsi-fl.com**

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

Orange County
Division of Building Safety
Competency Card
Other E- Journeyman Electrician
ELJ0002034 **09/30/2022**
Not a licensed contractor (expiration date)
Lee B Wilson
632 PINEBRANCH CIR
Winter Springs, FL 32708

(Signature of Card Holder)
(Not valid unless signed)

Orange County
Division of Building Safety
Certificate of Competency

Issue date: **09/27/2012**
Expiration date: **09/30/2022**

State Registration Number: **ELJ0002034**

Contractor license trade: **Electrical**

Contractor license type: **Other E- Journeyman Electrician**
(Journeymen are not legal licensed contractors)

Lee B Wilson
632 PINEBRANCH CIR
Winter Springs, FL 32708

2021 - 2022

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt

(Formerly known as "Business License " changed per state law HB1269-2006)

NOTICE-THIS TAX RECEIPT ONLY EVIDENCES PAYMENT OF THE LOCAL BUSINESS TAX PURSUANT TO CH.205, FLORIDA STATUTES. IT DOES NOT PERMIT THE HOLDER TO OPERATE IN VIOLATION OF ANY CITY, STATE, OR FEDERAL LAW. CITY PERMITTING MUST BE NOTIFIED OF ANY MATERIAL CHANGE TO THE INFORMATION FOUND HEREIN BELOW. THIS RECEIPT DOES NOT CONSTITUTE AN ENDORSEMENT OR APPROVAL OF THE HOLDER'S SKILL OR COMPETENCY.

Business Name
TRANSPORTATION SYSTEMS INC
575 Cooper Industrial Parkway
Apopka, FL 32703

Case Number: BUS-1003689

Issued Date: 07/13/2021

Expiration Date: 09/30/2022

Business type(s):

Description	Year
CONTRA 1524 CONTRACTOR DBPR	2022

Business Owner
TRANSPORTATION SYSTEMS INC

Business Location
DESIRED CITY LICENSE ORLANDO, FL

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt
City Hall, 400 South Orange Avenue, First Floor
Post Office Box 4990
Orlando, Florida 32802-4990

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

Prompt! Interactive Voice Response System: 407.246.4444
Visit our website: orlando.gov/permits

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

Ref #1. Customer/Client: Turner/ Kiewit JV
Date of Services: 1/1/2020 - 12/31/2021
Description of Services:
Installation of (9) High Mast Poles on Terminal C Airside - GMP 19S
Complete installation from conduit, wiring,and pole and fixture erection
Street Address: 10300 Jeff Fuqua Blvd
City, State, ZIP Code: Orlando, FL 32827
Telephone #(813) 241-7031
Contact Person: Jeff Chesak
Email: jeff.chesak@kiewit.com

Ref # 2. Customer/Client: Turner/ Kiewit JV
Date of Services: 8/1/2021 - 6/1/2022
Description of Services:
Furnish and Install (20) Sign Lights associated with GMP 5S.7 around Terminal A, B, & C
Removal and Replace existing roadway signs, and installation of 5 New Sign Structures
Street Address: 1 Jeff Fuqua Blvd
City, State, ZIP Code: Orlando, FL 32827
Telephone #(813) 241-7031
Contact Person: Jeff Chesak
Email: jeff.chesak@kiewit.com

Ref #3. Customer/Client: Gomez Construction
Date of Services: 6/1/21 - 7/1/22
Description of Services:
Electrical Work associated with the construction of Checkpoint Delta
Consisting of Canopy Lighting, Building interior and exterior Lighting
Street Address: 11092 Jeff Fuqua Blvd
City, State, ZIP Code: Orlando, FL 32827
Telephone #(407) 375-3286
Contact Person: Steve Corrow
Email: scorrow@gomezconstruction.com

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

_____

_____

_____

_____

_____

Acknowledged by: Eric Lesso

_____

Firm Name: Transportation Systems Inc.

_____

Signature of Authorized Representative:

_____

Name and Title (Print or Type): Eric Lesso/ President

_____

Date: 6/14/22

_____

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Eric Lesso

By: _____
(Authorized Signature)

Title: President

Date: 6/14/22

Attachment G – MWBE/LDB Forms,

MINORITY/WOMEN-OWNED PARTICIPATION

AND

LOCAL DEVELOPING BUSINESS FORMS

(REVISED PER ADDENDUM NO. 1)

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

Bidder: Name Transportation Systems Inc.

Address 575 Cooper Industrial Parkway

City Apopka State FL Zip 32703

MWBE Firm: Name Competitive Edge Partners & Consulting LLC

Address 531 S. State 434

City Altamonte Springs State FL Zip 32714

MWBE Contact: Name: Debbie Rodriguez Phone (407) 271-2704

Email: drodriguez@compedgellc.com

MWBE Certification Agency: Florida UCP Expiration Date _____

Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Scope of Work	Quantity	Rates	Total
Staffing Services	1	TBD	TBD

Year 1: $15,000.00

Year 2: $17,500.00

Year 3: $20,000.00

Total Term Value: $52,500.00 Percent of Total Bid: 6.0 %

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: _____ Owner & CEO 6/14/22
(MWBE Owner's Signature) (Title) (Date)

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

By: _____ President 6/14/22
(Bidder's Authorized Signature) (Title) (Date)

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

Florida UCP DBE Directory

Number of Records Returned: 1
Selection Criteria:
Vendor : COMPETITIVE EDGE PARTNERS & CONSULTING LLC

Vendor Name: COMPETITIVE EDGE PARTNERS & CONSULTING LLC
DBE Certification: CERTIFIED **MBE Certification:** Certified
DBA: **Former Name:**
Business Description: CONSULTING, MATERIALS MANAGEMENT, STAFFING SERVICES AND OSHA TRAINING

Mailing Address: 531 S STATE ROAD 434
ALTAMONTE SPRINGS, FL 32714-

Contact Name: DEBBIE RODRIGUEZ **Phone:** (407) 271-2704 **Fax:** (888) 815-8147
Email: DRODRIGUEZ@COMPEDGELLC.COM
ACDBE Status: N

Statewide Availability: Y

Certified NAICS

238130	Framing Contractors
238210	Electrical Contractors and Other Wiring Installation Contractors
238320	Painting and Wall Covering Contractors
238350	Finish Carpentry Contractors
238390	Other Building Finishing Contractors
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
541611	Administrative Management and General Management Consulting Services
561320	Temporary Help Services
561720	Janitorial Services
561990	All Other Support Services
611430	Professional and Management Development Training

LETTER OF INTENT/AFFIRMATION

Minority/Woman Owned Business Enterprise (MWBE)

(This page shall be submitted for each MWBE Firm)

Bidder: Name Transportation Systems Inc.

Address 575 Cooper Industrial Parkway

City Apopka State FL Zip 32703

MWBE Firm: Name Flash-Rite, Inc.

Address 115 Atlantic Dr.

City Maitland State FL Zip 32751

MWBE Contact: Name: Richard Champion Phone (407) 834-0408

Email: rich@flashrite.us

MWBE Certification Agency: Florida UCP Expiration Date 11-20-24

Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

Scope of Work	Quantity	Rates	Total
MOT	1	TBD	TBD

Year 1: $15,000.00

Year 2: $15,000.00

Year 3: $15,000.00

Total Term Value: $45,000.00 Percent of Total Bid: 5.2 %

AFFIRMATION:

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

By: _____ GM Flashrite Inc. 6/14/22

(MWBE Owner's Signature) (Title) (Date)

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

By: _____ President 6/14/22

(Bidder's Authorized Signature) (Title) (Date)

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

FLASH-RITE, INC.

Has Been Certified As A

WOMAN BUSINESS ENTERPRISE

Approved Lines of Business:

SUPPLIER OF TRAFFIC AND PARADE CONTROL DEVICES

This certificate is valid:

January 2022 through January 2024

for Sheena Ferguson, Manager
January 31, 2022

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.

CITY OF ORLANDO

CITY OF ORLANDO M/WBE CERTIFICATION AWARD LETTER

EXPIRATION DATE: 10/31/2023

CERTIFICATION NUMBER: 20076559

CERTIFICATION TYPE: WBE

COMPANY NAME: FLASH-RITE, INC
115 Atlantic Drive
Maitland, FL 32751

OWNER NAME: LISA METCALF

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

Traffic and Parade Control Devices

EXECUTIVE OFFICES • MINORITY BUSINESS ENTERPRISE DIVISION
Orlando City Hall · 400 South Orange Avenue · Eighth Floor
PO Box 4990 · Orlando, FL 32802-4990
P 407.246.2623 · F 407.245.0000 · cityoforlando.net

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.

Transportation Systems Inc.

2 Business name/disregarded entity name, if different from above

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.

575 Cooper Industrial Parkway

Requester's name and address (optional)

6 City, state, and ZIP code

Apopka, FL 32703

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	7	–	1	7	5	9	1	7	2

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** ▶ [signature] **Date** ▶ **6/14/22**

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.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2022

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

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

PRODUCER H & H Insurance Services, Inc. 3160 Campus Drive Suite 100 Norcross GA 30071	**CONTACT NAME:** Marsha Mathews **PHONE (A/C, No, Ext):** 678-252-1475 **FAX (A/C, No):** 866-348-8540 **E-MAIL** **ADDRESS:**
INSURED TRANSYS-01 Transportation Systems Inc. 575 Cooper Industrial Parkway Apopka FL 32703	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Clear Spring Property and Casu **INSURER B :** Charter Oak Fire Insurance Co. 25615 **INSURER C :** Travelers Property Casualty Co 25674 **INSURER D :** Travelers Casualty and Surety 31194 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 801798101 **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	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		DT-CO-8S146651	10/6/2021	10/6/2022	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		BA-8S144866	10/6/2021	10/6/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP-8S149247	10/6/2021	10/6/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** N/A If yes, describe under DESCRIPTION OF OPERATIONS below			CS-WK-000012955-0	10/6/2021	10/6/2022	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
D C C	Professional/Pollution Liab Leased/Rented Equipment Installation Floater			107520184 QT-630-8S300124 QT-630-8S300124	10/6/2021 10/6/2021 10/6/2021	10/6/2022 10/6/2022 10/6/2022	$1,000,000/Occ Limit Limit	$1,000,000/Agg $100,000 $500,000

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

Project: B01-23 Roadway and Exterior Electrical Maint SVCS

See attached policy forms for specific verbiage regarding Additional Insureds, Waivers of Subrogation and any other contractual insurance requirements.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
Orlando International Airport
One Jeff Fuqua Blvd.
Orlando FL 32827

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

Christopher Blatchford

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Berkley Surety
a Berkley Company

June 14, 2022

Greater Orlando Airport Authority
1 Jeff Fuqua Blvd
Orlando, FL 32827

Re: Transportation Systems, Inc.
Project B01-23 Roadway and Exterior Electrical Maintenance Services
Letter of Bondability

To Whom It May Concern:

I am the bonding agent for Transportation Systems, Inc. It's my understanding that Transportation Systems, Inc. is submitting a bid proposal to you. It is further my understanding you require evidence of bondability. It is my pleasure to provide this to you.

I have handled the bonding needs of Transportation Systems, Inc. since their inception. Transportation Systems is bonded by Berkley Insurance Company who hold an A.M. Best rating of A+ (Superior) Class XV and a Federal Treasury Limit of $515,868,000. Transportation Systems, Inc. has a current single bond limit of $15,000,000 with a total aggregate of $30,000,000. Additional surety credit is available upon request.

Should Transportation Systems, Inc. be the successful bidder; then it is our present intention to execute the 100% contractor performance and payment bond(s) upon request from Transportation Systems, Inc. assuming presentation of a contract and bond forms that are acceptable to all parties to the agreement to include the surety.

We feel Transportation Systems, Inc. is a company of high character, extensive knowledge and financial stability to complete any project that they choose to undertake. We hold them in the very highest regard. Should you need anything further, please don't hesitate contacting me direct at the number provided.

Best Regards,

Leslie A. Paulsen

Leslie A. Paulsen
Senior Vice President and Attorney in Fact

TWO RAVINIA DR, STE 1050, ATLANTA, GA 30346
PHONE: 678.624.1818
FAX: 678.624.0389

Attachment K – 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 Bidder, Vendor or Contractor).

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

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

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

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

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

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

Company Name: Transportation Systems Inc.

Authorized Name: Eric Lesso Title: President

Signature: _____ Date 6/14/22

****

State of FL

County of Orange

This instrument was acknowledged before me on 6/14/22 (Date)

Notary Public Signature _____

DEREK ARRINGTON
Notary Public
State of Florida
Comm# HH245780
Expires 3/28/2026

Attachment L – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

GREATER ORLANDO AVIATION AUTHORITY
PURCHASING DEPARTMENT
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338

We have received Invitation for Bids, **Purchasing Bid 01-23, Roadway and Exterior Electrical Maintenance Services**, for the Orlando International Airport, opening at 3:00 p.m. EST, June 17, 2022, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Not Applicable

Transportation Systems Inc.
Company Name

By: _____

Its: Eric Lesso / President
Name & Title, Typed or Printed

ADDENDUM NO. 1
TO
PURCHASING BID 01-23
ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

June 1, 2022

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Replace Page 1 through Page 85 with corrected Page 1 through Page 90. Revised pages includes minor modifications and addition of MWBE requirements. This revised solicitation document supersedes the original solicitation issued on May 19, 2022.

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

Vlad Opreanu
Senior Purchasing Agent

6/1/22
Date

ADDENDUM NO. 2
TO
PURCHASING BID 01-23
ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

June 8, 2022

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Attachment 1 has been added to this Addendum. This document details the Pre-Bid attendance and presentation slides.

ITEM 2: Question: Will the Authority separate MOT from line item one and two from the pricing sheet and make it a reimbursable expense?

Answer: The Authority will not separate MOT from line items one and two.

ITEM 3: Question: Does the Contractor have to provide high mast lighting lowering equipment?

Answer: The Authority will provide high mast lighting lowering equipment.

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

Vlad Opreanu
Senior Purchasing Agent

6/8/22
Date

GREATER ORLANDO AVIATION AUTHORITY
PRE-BID CONFERENCE
PURCHASING BID 01-23
01-23, ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES
ORLANDO, FLORIDA

June 3, 2022
2:00 p.m.

MWBE/ LDB*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO. / E-MAIL ADDRESS	FAX NUMBER
	Mohamed Elsrougy	Commercial Lighting	8130 N. Orange Blossom Tr. Orlando FL 32810	4077880075 mohamed@clcorlando.com	
SBA	TIM BROWNELL	TSI	575 COOPER INDUSTRIAL PARKWAY APOPKA, FL 32703	321-410-9248 TBROWNELL@TSI-FL.COM	
SBA	James Brownell	TSI	575 Cooper Industrial PKWY Apopka, FL 32703	352-573-9736 jbrownell@TSI-FL.com	
	JUSTIN WOOD	CONSTI	2100 PREMIER ROW ORLANDO, FL. 32809	407-579-2574 jwwood@constiCorporation.com	
	RICHARD SCHULZ	GOAA		407 825 3374 RSCHULZ@GOAA.ORG	
	Orlando Santiago	GOAA		407.825.7134 OSantiago@goaa.org	
	Rasha Mitchell	GOAA		~~Ext~~ 6420	
	VLAD OPREANU	GOAA	8652 CASA VERDE RD ORLANDO FL 32827	407-825-6427 V.O.Opreanu@goaa.org	

*Please put a ✓ if you are an MWBE/LDB certified company

ORLANDO INTERNATIONAL AIRPORT
The Orlando Experience®

Pre-Bid Conference
for
01-23 Roadway and Exterior Electrical Maintenance Services

Orlando International Airport

- The IFB 01-23 Solicitation documents, responses to inquiries, and Pre-Submittal Conference Presentation will be made available online at the AirportLink website at:

  http://airportlink.perfect.com/

- This presentation is an excerpt from the published Invitation For Bid ("IFB"). Please refer to the website above for the complete versions of all documents applicable to this IFB.

Agenda

- Introduction GOAA Staff
- Important Dates
- Submission Requirements
- Minimum Criteria
- Evaluation and Award Criteria
- Bid Forms
- Scope of Services/Specifications
- Questions

Important Dates

Written Inquiries
Email to: Vlad.Opreanu@goaa.org

Deadline for Submittal of Questions, Request for Clarifications or Request for Information
June 9, 2022, 2:00 p.m., EST

Opening Date

June 17, 2022, 3:00 p.m. EST

Introduction of GOAA Participants

Owner	**Greater Orlando Aviation Authority**
Richard Schulz	**Authority Authorized Representative (AAR)**
Vlad Opreanu	**Senior Purchasing Agent**

Evaluation of Bid Award

The Aviation Authority reserves the right to award the Bid to the responsive and responsible Bidder who submits the lowest Bid meeting specifications.

a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.

b. In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:

1) Total Cost.
2) Past Performance.
3) All technical specifications/requirements associated with this Bid as described in Section 3.
4) Bidders shall provide the documentation as listed in Section 6, Bid Submittals.

Minimum Requirements
(Refer to Section 2.2, Page 12)

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

2) Bidder must have a minimum of five (5) years' experience performing the following:
   a) Roadway And Exterior Electrical Maintenance Services.
   b) Provide maintenance, and repair or replacement of light fixtures controls, or electrical service related equipment associated with signs, lighting, bridges, buildings or structures and other associated equipment for roadway sign and bridge illumination maintenance services for at least three (3) entities during such five (5) year period.

7

Minimum Requirements
(Refer to Section 2.2, Page 12)

3) Bidder must provide a copy of the following required Licenses and Certifications with their Bid Submittal:

- Certified Electrical Contractor's License.
- Journeyman's License.
- Business License.
- Proof of insurance requirements as described in Section 2.5.
- A letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Bidder can obtain one or the other as described in Section 2.4.

8

Minimum Requirements

3) References

- Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a **minimum of five (5) years of commercial service**.
- References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall be able to validate the Bidder's capabilities and experience.
- **Note:** A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Do not list persons who will be unable to answer specific questions regarding the requirements.

9

PERFORMANCE BOND REQUIREMENTS
(Refer to Section 2.4, Page 13)

A Performance **is** required for this Contract.

Performance Bond shall be current and in compliance at all times during the Initial Term of the Contract in a penal sum equal to **One Hundred Sixty-Five Thousand and Six Hundred Sixty-Six Dollars ($165,666.00) for 36 months**.

10

INSURANCE REQUIREMENTS
(Refer to Section 2.5, Page 15)

TYPE	AMOUNT
General Liability	$5,000,000
Automobile Liability	$5,000,000
Workers Compensation	Statutory limits
Additional Insured Endorsement	Contractor agrees and shall cause the Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

11

Other Special Conditions

- **Section 2.6 Verification of Employment Status**
  - 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
- **Section 2.7 Identification and Access Requirements**
  - All employees assigned to the Contract MUST have a badge. Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check,
- **Section 2.8 Airport Security**
  - The successful Bidder will be required to comply with all applicable regulations of the Transportation Security Administration (TSA) and of the Aviation Authority relating to Airport security, including those relating to access to the Aircraft Operations Area (AOA) of Orlando International Airport, as such regulations may be in effect or changed from time to time.

March 2, 2020

12

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE)
AND/OR
LOCAL DEVELOPING (LDB)
VETERAN BUSINESS ENTERPRISE (VBE)
PARTICIPATION PROGRAMS

13

MWBE Participation

(Refer to Section 2.9, Page 20)

MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION PROGRAMS

- **The Aviation Authority has established a MWBE Participation Goal of 10%**
- The Bid will be considered non-responsive to the Bid and rejected if the Bidders fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Bidder has met or has made a good faith effort to meet the established MWBE goal.
- All Bidders shall comply with the small business requirements. Bidders are required to submit, with their Proposal, MWBE information by completing Attachment F - MWBE form.

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MWBE Participation

- After the Bids are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders , if applicable, and of any Bidder's Subcontractor, supplier or joint venture in order to determine MWBE status.
- The successful Bidder shall enter into subcontract(s)/purchase orders with the MWBE(s) identified in the bidder's Bid documents which the Aviation Authority relied upon in awarding this Contract, subject only to the Aviation Authority's right to approve all Subcontractors.

15 May 12, 2021

MWBE Participation

- If the Bidder is unable to utilize another MWBE for performance of that portion of this Contract, the Bidder shall provide the Aviation Authority with documentation, in a form satisfactory to the Aviation Authority, showing that it is not possible to replace the terminated MWBE with another MWBE.
- The MWBE percentage for participation must not decrease below the percentage proposed during the term of the Contract.
- The successful Bidder shall submit to the Aviation Authority a Disbursement Form with each invoice submitted for payment, indicating the amount of money spent with each MWBE(s) since the previous invoice.

16 May 12, 2021

MWBE and LDB Participation

A list of currently certified MWBEs and LDBs may be obtained via the internet at www.orlandoairports.net/small_business, or from the Authority's Office of Small Business Development by calling (407) 825-3143.

Bidders may contact the Office of Small Business Development for any questions or information concerning the MWBE or the LDB Participation Program.

Orlando Santiago Perez, MSEP, C.M.
407.825.7134

Bidders shall be solely responsible for ensuring all MWBEs and LDBs are capable of performing the services. Certification of eligibility as an MWBE or LDB should be obtained prior to submission of a Bid.

17

Good Faith Effort for MWBE Participation

(Refer to Section 2.11, Page 24)

If the Bidder fails to meet the MWBE or LDB Participation Goals, the Aviation Authority will require Bidder to submit evidence of good faith efforts within two (2) business days of request.

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

18 May 12, 2021

Performance/Invoicing

(Refer to Section 2.12, Page 25)

- 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.
- The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, 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.
- The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act.

Scope of Services/Specifications

The Contractor shall provide all labor, supervision, materials, and miscellaneous parts, equipment, tools, and all other accessories, services, and preparation of Maintenance of Traffic (MOT) for repairing or replacing light fixture controls, or electrical service related equipment associated with signs, lighting, bridges, exterior electrical service equipment and components, high mast light poles, parking lot pole mounted lighting, buildings, structures and other associated equipment, and all other items necessary or proper for, or incidental to, performing roadway and exterior electrical maintenance services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with this Specification.

Scope of Services

Journeyman Electrician/On-Site Lead Electrician

A licensed journeyman electrician/on-site lead Electrician with a minimum of three (3) year verifiable experience as a commercial electrician.

Mechanic Electrician

A mechanic electrician to perform electricial services with a minimum of three (3) years of verifiable experience in an electrical commercial facility.

Helper Electrician

An electrician helper to perform serices with a minimum of one (1) year of verifiable experience as a commercial electrician helper.

Scope of Services

Preparation

- The Contractor shall submit an MOT plan to the AAR prior to beginning any inspection, installation or repair work.
- Contractor shall take steps necessary to route traffic at the specific sign structure, roadway bridge, or as defined in its MOT.
- Contractor shall submit to the AAR for approval on the Aviation Authority (UON) form, System Interruption/Utility Outage Notification, no less than seventy-two (72) hours prior to every re-lamping, inspection or any repair work.

Scope of Services

Total Relamping

- a. Contractor shall perform repairs or re-lamping at the direction of the AAR. During the performance of the total re-lamping, the Contractor shall also perform an inspection to determine what additional repairs are required to bring the fixtures into a properly maintained condition.
- b. A Condition Report ("CR") shall be completed by the Contractor and submitted to the AAR within two (2) working days after completion of the re-lamping which shall list the operational status of each roadway sign and bridge structure fixture. The CR shall include, but not be limited to, the following information: location of sign or bridge, structure or bridge number, current status, recommended repairs, and the technicians' names. Any recommended repairs shall include an itemized estimate that details the unit cost(s) for parts and the estimated labor hours necessary to complete the recommended repair(s).

Scope of Services

Owner Requested Inspections

- The Contractor shall perform an inspection when requested by the owner of all roadway sign structure lighting, high mast poles, parking lot pole lights and bridge lamps. At the completion of the inspection, the Contractor shall complete and submit a separate CR for each roadway sign, bridge, and lightning listing the status of any light fixtures or electrical equipment that needs repair. Repairs will be scheduled by the AAR based on the CRs submitted.

Scope of Services

Tools and Equipment

- The Contractor as its own expense shall provide all necessary equipment, including any aerial equipment and MOT, to perform all the activities required in this Specification for roadway sign structure lighting, parking lot light poles and other installations of similar size and height as listed in Exhibit 2.
- The Contractor shall have ownership or expeditious access to suitable major electrical equipment necessary to complete the electrical work in a timely manner. The Contractor shall invoice the Aviation Authority for approved major electrical equipment rental. The equipment should include, but not be limited to, the following:
  1. Jackhammers and air compressors.
  2. Portable self-powered lighting equipment.
  3. Bucket truck with high reach capability.
  4. High lift/Aerial lift.
  5. Confined space entry equipment.

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Bid Submittals

- Bid packages shall be sealed and clearly labeled. Must be submitted to:

Greater Orlando Aviation Authority
Purchasing Office
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

- One original Bid clearly marked:

"01-23 Roadway and Exterior Electrical Maintenance Services"

- **One Copy clearly marked**
- One exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive.

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Bid Submittals
(Refer to Section 7)

Attachment A - Bidder's Certification Form.

Attachment B - Bid Price Form - The Excel Bid Price Sheets must be completed electronically

Attachment C - Addendum Receipt Verification Form. If an Addendum(s) is issued.

Attachment D - Bidder's Questionnaire. includes the References' Form.

Attachment E - Conflict of Interest Disclosure Form.

Attachment F – Scrutinized Company Certification Form.

Attachment G - MWBE/LDB/VBE Forms.

Attachment H -Bidder's W-9

Attachment I - Certificate of Insurance (Showing Proof Bidder can obtain the required Insurance).

Attachment J - Letter of Bondability.

Attachment K – E-Verification Certification Form.

Attachment L - No Bid Response Form.

ORLANDO INTERNATIONAL AIRPORT
The Orlando Experience

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Bidders Certification

I agree to abide by all conditions of this Solicitation and understand that a background investigation may be conducted by the Aviation Authority Access Control 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 Proposer as its act and deed and that the Proposer 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 Proposer has a financial interest in this Solicitation. I further certify that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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Bid Submittals

Attachment B - Bid Price Form

- **A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET.**
- **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.**
- The Excel Bid Price Sheets must be completed electronically on the provided Excel spreadsheet, saved to the USB drive,
- A hardcopy shall also be turn in as a part of the Bid package – one original and one copy so marked.

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Bid Pricing Sheet

Greater Orlando Aviation Authority
IFB No.: 01.23 Detail Pricing Sheet
Three Year Contract for Roadway and Exterior Electrical Services

DO NOT MODIFY OR REISSUE THE BID PRICE SHEET; USE THE BID PRICE SHEET FORM PROVIDED. The Electronically completed spreadsheet must be saved on USB flash drive and included with Bid submittal.

				Year One		Year Two		Year Three	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	Bucket truck with operator including MOT - Standard Hours	EA	100		$ -		$ -		$ -
2	Bucket truck with operator including MOT - Non-Standard Hours	EA	100		$ -		$ -		$ -
3	Journeyman Electrician/On-Site Lead Electrician - Standard Hour	Hours	300		$ -		$ -		$ -
4	Journeyman Electrician/On-Site Lead Electrician - Non-Standard Hour	Hours	150		$ -		$ -		$ -
5	Mechanic Electrician - Standard Hour	Hours	100		$ -		$ -		$ -
6	Mechanic Electrician - Non-Standard Hour	Hours	300		$ -		$ -		$ -
7	Helper Electrician - Standard Hours	Hours	300		$ -		$ -		$ -
8	Helper Electrician - Non-Standard Hours	Hours	100		$ -		$ -		$ -
9	Estimated Cost of Subcontractor Services	Dollars	20000	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00	$ 1.00	$ 20,000.00
10	Subcontractor Mark-up percentage (%) over its costs for subcontractor services (% expressed in decimals i.e. 1% should be entered as .01)	Percent	20000		$ -		$ -		$ -
11	Estimated Parts, Materials, Rentals and Components Purchased for Roadway and Exterior Electrical Services	Dollars	30000	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00
12	Contractors Mark-up % over its cost for Parts, Materials, Rentals, and Components purchased (e.g. 1% should be entered as .01)	Percent	30000		$ -		$ -		$ -
	SUB-TOTAL FOR EACH YEAR				$ 50,000.00		$ 50,000.00		$ 50,000.00
	GRAND TOTAL HERE AND ON 'SECTION FOUR – BID PRICE SCHEDULE PAGE' NOTE: The figure shown should match as the "Total Three (3) Year Bid Price."								$ 150,000.00

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Bid Submittals

Attachment C - Addenda Acknowledgement

Bidders must acknowledge each addenda on this form and include with your Bid.

Attachment D - Bidder's Questionnaire

The questionnaire is to be completed by the Bidder and provided with its Bid.

Attachment E - Conflict of Interest Disclosure Form

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

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Bid Submittals

Attachment J - Letter of Bondability or Letter of Credit

Each Bidder shall provide with its Submittal a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Bidder can obtain one or the other.

As described in Section Two – Special Conditions.

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

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Bid Submittals

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

Attachment G – MWBE/LDB Forms

Letter Of Intent/Affirmations - *shall be submitted for each MWBE and LDB Firm*

Attachment H - Current W9 – October 2018

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Bid Submittals

Attachment K – E-Verification Certification Form

The E-Verify system can be obtained at the U.S. Department of Homeland Security website: http://www/dhs.gov/E-Verify.

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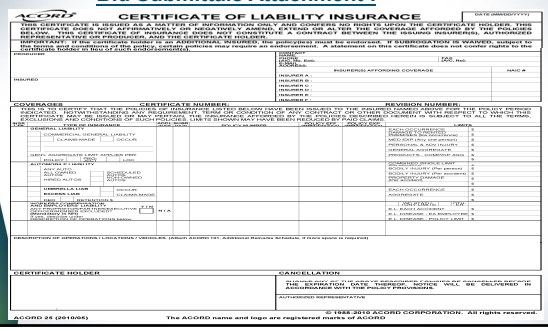
Bid Submittals Attachment I



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 — CONTACT NAME: — PHONE (A/C, No, Ext): — FAX (A/C, No): — E-MAIL ADDRESS: — INSURER(S) AFFORDING COVERAGE — NAIC #

INSURED — INSURER A: — INSURER B: — INSURER C: — INSURER D: — INSURER E:

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
	GENERAL LIABILITY						EACH OCCURRENCE $
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) $
	CLAIMS-MADE OCCUR						MED EXP (Any one person) $
							PERSONAL & ADV INJURY $
							GENERAL AGGREGATE $
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $
	ANY AUTO						BODILY INJURY (Per person) $
	ALL OWNED AUTOS	SCHEDULED AUTOS					BODILY INJURY (Per accident) $
	HIRED AUTOS	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) $
							$
	UMBRELLA LIAB	OCCUR					EACH OCCURRENCE $
	EXCESS LIAB	CLAIMS-MADE					AGGREGATE $
	DED RETENTION $						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT $
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $
							E.L. DISEASE - POLICY LIMIT $

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

CERTIFICATE HOLDER — 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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Bid Submittals

Attachment L – No Bid Response

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

GREATER ORLANDO AVIATION AUTHORITY
PURCHASING DEPARTMENT
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338

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Bid Opening

Bid Opening will consist of reading aloud the Bidder's Name only. Bid Pricing will not be read aloud in accordance with State Of Florida Statute 119.071 (1):

Sealed bids, received by an agency pursuant to a competitive solicitation are exempt from FS. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Notice of Intended Decision will be posted to OrlandoAirports.net within 30 days.

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****REMINDERS*****

Deadline to Submit Questions:

June 9, 2022 2:00 p.m. EST.

Email All Questions to: Vlad.Opreanu@goaa.org

Bids are Due:

Tuesday, June 17, 2022 at 3:00 p.m.

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GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB 01-23, ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES

DATE OF ISSUE: May 19, 2022

PRE- BID CONFERENCE OR GOTOMEETING:
Bidders may attend in person or via GoToMeeting.

June 3, 2022 2:00 p.m. EST

PRE-BID LOCATION: Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida, 32827 or attend virtually via a GoToMeeting:

https://meet.goto.com/825821957
United States (Toll Free): 1 866 899 4679 Access Code: 825-821-957

DEADLINE FOR QUESTIONS June 9, 2022, 2:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Vlad Opreanu, CPPB
Title: Sr. Purchasing Agent
Phone: (407)-825-6427
Email: Vlad.Opreanu@goaa.org

SUMBIT BIDS TO:

Greater Orlando Aviation Authority
Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

IFB DUE: June 17, 2022, 3:00 pm, EST

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The Greater Orlando Aviation Authority (GOAA) uses an online solicitation platform powered by Mercell Source to Contract (Mercell)(formerly knowns as Negometrix USA) to:

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

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

Register on Mercell

Registration is a simple and free process that takes only a few minutes. Please click the link below and fill out the registration form. GOAA believes that this online transition will be of benefit to all vendors, greatly reducing the time and cost attributed with printing and shipping multiple copies of solicitation responses. To register with Mercell follow the link: https://app.negometrix.com/registration.

If you already have a Mercell profile, you will not need to register again to participate in GOAA bids.

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

Additional Information

Suppliers can check out the support video in the link below for a full walkthrough of the Mercell USA platform, after registering to submitting your first solicitation:
https://youtu.be/4mpFfFaPp2M

Need Assistance?

The Service Desk for the Mercell USA platform is available from Monday – Friday, 9:00 am – 8:00 pm EST for any assistance you may need. You can check out frequently asked questions on their Support Page, https://help.negometrix.com/en/support/home, or find the contact information below:

Mercell Service Desk

Email: servicedesk.us@negometrix.com
Phone: (724) 888-5294

1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date: 5/19/22
Pre-Bid GoToMeeting: 6/3/22
Deadline for submission of questions: 6/9/22
Release of Addendum: 6/10/22
Deadline for return of Bid/Proposal: 6/17/22
Concessions/Procurement Committee:*7/11/22
Aviation Authority Board Meeting:* 8/17/22

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

1.2 Intent/Purpose

a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide all labor, supervision, materials, and miscellaneous parts, equipment, tools, and all other accessories, services, and preparation of Maintenance of Traffic (MOT) for repairing or replacing light fixture controls, or electrical service related equipment associated with signs, lighting, bridges, exterior electrical service equipment and components, high mast light poles, parking lot pole mounted lighting, buildings, structures and other associated equipment, and all other items necessary or proper for, or incidental to, performing roadway and exterior electrical maintenance services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with this Specification.

b. The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.

c. This Bid includes a Minority and Women Business Enterprise (MWBE) participation requirement. The Participation Goal for this Contract will be 10% for MWBEs.

1.3 Solicitation Information

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

a. Mercell USA provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. There is no charge to

the Bidder to register and a**ny** award resulting from this solicitation will not require any payment by the Bidder to Mercell USA.

b. If a Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.

c. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation. The last date for questions pertaining to this Solicitation is **June 9, 2022 2:00 pm EST.** Questions after this date and time will not be answered.

d. Questions will be answered via addendum and posted to https://app.negometrix.com/buyer/5681.

e. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum and posted on Mercell Source-to-Contract webisite.

f. Late Bids, as determined by the official time clock located in the Purchasing Department's Office will not be considered and may be returned to the Respondent as non-responsive.

g. Bid openings shall be public, opened on the date and at the time specified on the Bid form. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.

h. The Bid Summary is posted to Aviation Authority's Purchasing Department's website at www.orlandoairports.net/purchasing and on Mercell Source-to-Contract's website at: https://app.negometrix.com/buyer/5681

i. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid as detailed in Section Seven, Bid Submittals.

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

k. **Unless otherwise noted, Bidders shall submit *one Bid Response only*.**

l. Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid.

m. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.

1.4 Contract Period/Initial Term

a. The Contract period will be for **thirty-six (36) months** with the **Initial Term** to commence on or about **December 1, 2022,**, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**. The original contract prices shall be firm for the entirety of the initial contract period.

b. The option year's compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below.

1.5 Price Escalation/De-Escalation (CPI)

a. Using the methodology outlined below (**Section 1.5 a-f)**, a price increase may be requested only at each time interval specified below.

b. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of **120 days prior** to the contract renewal date.

c. 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.

d. 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%

e. 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 within the time frame in 1.5(b).

f. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 3%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.

g. All price adjustments must be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

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

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

1.6 Communications: Questions Regarding Specifications or Bidding Process

a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.

b. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing

Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.

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

1.7 Evaluation of Bid Award

The Aviation Authority reserves the right to award the Bid to the responsive and responsible Bidder who submits the lowest Bid meeting specifications.

a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.

b. In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:

1) Total Cost;

2) Past Performance. In order to evaluate past performance, all Bidders are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar in requirements and magnitude of this IFB. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes. A concise but thorough description of the Contractor services provided to each of the references submitted to the Aviation Authority is required. The Aviation Authority may be listed as one reference only;

3) All requirements associated with this Bid as described in Section 3, Scope of Work.

4) Bidders shall provide all documentation as listed in Section 6, Bid Submittals.

1.8 Notice of Intent to Award Contract

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

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

2.0 SPECIAL CONDITIONS

2.1 Bidder's Qualifications

a. Bids will be considered from Bidders who have qualified personnel and equipment who are so situated as to perform prompt service or provide required goods. The Aviation Authority reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the Contract.

b. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company following the best business practices.

2.2 Minimum Requirements

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

b. Bidder must have a minimum of five (5) years' experience performing the following:

1) Roadway And Exterior Electrical Maintenance Services.

2) Provide maintenance, and repair or replacement of light fixtures controls, or electrical service related equipment associated with signs, lighting, bridges, buildings or structures and other associated equipment for roadway sign and bridge illumination maintenance services for at least three (3) entities during such five (5) year period.

c. Bidder must provide a copy of the following required Licenses and Certifications with their Bid Submittal:

1) Certified Electrical Contractor's License.
2) Journeyman's License.
3) Business License.
4) Proof of insurance requirements as described in Section 2.5.
5) A letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Bidder can obtain one or the other as described in Section 2.4.

2.3 References

a. All Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a **minimum of five (5) years of commercial service**. The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility, qualifications, and ability of the Contractor and its Subcontractors to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.

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

2.4 Surety Bonds/Letters of Credit/Liability Insurance

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

a. Prior to the Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Awarded Contractor shall furnish to the Aviation Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, 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 Initial Term of the Contract in a penal sum equal to **One Hundred Sixty-Five Thousand and Six Hundred Sixty-Six Dollars ($165,666.00)**.

b. The Awarded Contractor may elect to provide the Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **One Hundred Sixty-Five Thousand and Six Hundred Sixty-Six Dollars ($165,666.00)**, and issued on the Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Awarded Contractor shall provide the Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term** 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 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 the Aviation Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.

c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .

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

e. 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) Bid Bonds provided to the Aviation Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Aviation Authority, or on a form substantially the same as Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.

2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value of $500,000.00 or less shall be duly issued by an insurer or corporate surety which:

a) Is authorized to conduct insurance business in the State of Florida;

b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and

c) Is otherwise in compliance with the provisions of the Florida Insurance Code.

3) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of $500,000.00 shall be duly issued by an insurer or corporate surety which:

a) Is authorized to conduct insurance business in the State of Florida;

b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and

c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by Aviation Authority, but only if approved by Aviation Authority's Risk Manager and Department 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 General Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

i. In the event that the Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 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.

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

2.5 Insurance Requirements

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. **Professional/Errors & Omissions Liability Insurance.** Not applicable.

d. **Garage Liability Insurance.** Not applicable.

e. **Garagekeepers Insurance**. Not applicable.

f. **Crime Coverage.** Not applicable.

g. **Pollution/Environmental Liability Insurance.** Not applicable.

h. **Cyber/Privacy Liability Insurance.** Not applicable.

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

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

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

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

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

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

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

7) The Aviation Authority is currently Contracted with a third party for the management of all insurance certificates related to Aviation Authority

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

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

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

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

2.6 Verification of Employment Status

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

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

c. By submission of a Bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before

placement on this Contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

2.7 Identification and Access Requirements

a. 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. Fees Associated with Identification Badges and Keys

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

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

h. 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.

j. **Customs and Border Patrol Badge** – Not Applicable.

2.8 Airport Security

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

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

a. To encourage development and growth of MWBEs, the Aviation Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program, which is available on the Aviation Authority's website https://orlandoairports.net/airport-business/.

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

c. **The Bid will be considered non-responsive to the Invitation for Bid and rejected if the Bidder fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Bidder has met or has made a good faith effort to meet the established MWBE goal.**

d. For this Contract, the Aviation Authority has established a MWBE Participation Goal of 10%, which means that 10% of the total Contract expenditures by the Aviation Authority Should be used to purchase goods or services under the Contract from MWBEs. All Bidders, including a Bidder which is an MWBE, shall comply with the MWBE requirements outlined in this Section by having MWBEs

other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal.

e. Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form for each MWBE Firm. (Attachment F-1) The Bidder may make duplicates of this form as needed. Both the MWBEs and the Bidder are required to affirm the information provided by signing the form prior to submittal. After the Bids are opened, but prior to award, the Aviation Authority may request, receive, and review additional information from Bidders in order to verify the accuracy of the level of information presented by Bidders with their Bids and the good faith effort of Bidders to reach the MWBE goal.

f. After the Bids are opened and prior to an award of the Contract, the Aviation Authority may request, receive and consider omitted and supplemental information from the Bidders as to the certification of Bidders, if applicable, and of any Bid Subcontractor, supplier or joint venture in order to determine MWBE status.

g. The successful Bidder shall enter into subcontract(s)/purchase orders with the MWBE(s) identified in the Bidder's Bid documents which the Aviation Authority relied upon in awarding this Contract, subject only to the Aviation Authority's right to approve all Subcontractors. The Contractual arrangements with the MWBE(s) shall incorporate such reasonable terms as are required to complete the work described therein while furthering the Aviation Authority's MWBE policy. The successful Bidder must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development for each MWBE prior to commencement of performance under this Contract. Failure to enter into the subcontract(s)/purchase order(s) with the MWBE(s) identified in the Bidder's Bid documents or failure to submit copies of the signed subcontract(s)/purchase order(s) may result in loss of the award to Bidder.

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

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

j. Failure to carry out the requirements set forth herein or the commitments made by the Bidder (e.g. failure to subcontract with and use MWBEs, to pay MWBEs

as committed in the Bid documents, the failure to promptly pay MWBE Subcontractors in accordance with Section 4, subsection 32, etc.) shall constitute a breach by the Bidder of this Contract and may result in termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate. Additionally, Contractor is reminded two or more failures to satisfy the requirements set forth herein or the commitments made by Bidder may result in debarment under the Aviation Authority's Debarment of Contractors Policy 130.04.

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

l. Compliance with the MWBE policy of the Aviation Authority does not relieve Bidders of the equal employment opportunity obligations under state and Federal laws and regulations.

2.10 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.11 Good Faith Effort for MWBE and LDB Participation Program

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

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

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

d. Provide a list of MWBE/LDB firms contacted;

e. Provide copies of written correspondence to MWBE/LDB firms that their Bid 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 firms about the specific work the Contractor intends to subcontract;

g. Provide evidence of information provided to MWBE/LDB 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 firms interested in subcontracting;

i. Provide evidence that Bidder provided interested MWBE/LDB 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 Bidder provided MWBE/LDB firms prompt notice of addenda affecting specific trade Contractors;

k. Provide evidence that Bidder made follow-up inquiries after initial solicitations of interest from MWBE/LDB firms. Bidder 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 firms;

m. Provide documentation as to why MWBE/LDB firms were not utilized;

n. In those instances where a majority Subcontractor is selected for a scope of work for which MWBE/LDB bids were submitted, the Bidder shall submit records of all quotations received from MWBE/LDB firms and from the selected majority Subcontractor, and provide an explanation of the reasons why the MWBE/LDB firms will not be used during the course of the Contract. Receipt of a lower price quotation from a non MWBE/LDB firm prior to or at the time of Bid Opening will not in itself excuse a Bidder's failure to meet participation goals. It is incumbent upon the Bidder to demonstrate that MWBE/LDB 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/.

2.12 Performance/Invoicing

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

b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the

Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.

c. 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.

d. 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.

e. Charges will be for actual hours worked on the Aviation Authority's site when reporting in and out the Central Plant or the Maintenance Administration building. Time required for travel to and from the Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.

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

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 General Scope of Work

The Contractor shall provide all labor, supervision, materials, and miscellaneous parts, equipment, tools, and all other accessories, services, and preparation of Maintenance of Traffic (MOT) for repairing or replacing light fixture controls, or electrical service related equipment associated with signs, lighting, bridges, exterior electrical service equipment and components, high mast light poles, parking lot pole mounted lighting, buildings, structures and other associated equipment, and all other items necessary or proper for, or incidental to, performing roadway and exterior electrical maintenance services at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with this Specification.

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 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 Work Hours

a. Standard Work Hours: The Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays.

b. Non-Standard Work Hours: Any work performed outside the Standard Work Hours which are between 5:01 p.m. – 6:59 a.m., or on Saturday, Sunday, or Aviation Authority's observed holidays shall be considered work performed during Non-Standard Work Hours.

c. Aviation Authority Holiday Work. The Contractor shall perform no work during non-standard hours or Aviation Authority holidays, without the prior permission of the AAR. The Contractor shall give the Aviation Authority sufficient advance notice to request working on such holidays or during non-standard hours to allow the Avition Authority to assess the impact that such activities would have on the area's normal scheduled operations.

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

e. Regular Service Calls: The Contractor shall respond verbally by telephone to a written request by the AAR within twenty-four (24) hours of receiving the request, and shall commence on-site repair or replacement services within forty-eight (48) hours from the time AAR's written request is received by the Contractor.

f. Sign-In and Sign-Out: The Contractor's personnel shall physically check-in when arriving at a work site, and physically check-out prior to departing from a work site with the AAR by signing the Contractor's sign in log at the Authority's Central Plant (407) 825-4000, located at the west end of Level 1of the land side terminal or at the Maintenance Administration building located at 8550 Casa Verde road during normal business hours of Monday thru Friday 7:00 a.m. to 4:30 p.m. OEA work will use the time clock at the Administration building located at 365 Rickenbacker Road during their normal business hours.

g. Actual Charges: Charges will be for actual hours worked on the Authority's site when reporting in and out the Central Plant, Mainentance Administration building or at the OEA Administration building. Time required for travel to and from the Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.

3.4 Materials

a. Aviation Authority Provided Materials:

The Aviation Authority reserves the right to provide materials for the repair and replacement of roadway electrical maintenance services.

b. Contractor Provided Materials:

1) In order to carry out its obligations under this Contract, the Contractor shall maintain, at all times, quick access to lamps, power supplies, electrical service related parts, electrical conduit, boxes, fittings, electrical wires, connectors, splices, taps, materials, tools or any other equipment as necessary for the timely repair and replacement of normal

wear items on all equipment covered by this Contract without undue delay.

2) The Contractor shall provide all supplies, materials and any other requirements necessary for work to be performed within the scope of work of this Contract.

3) All Contractor supplied parts and materials applicable for use on the electrical systems, shall meet the requirements of the Aviation Authority's Electrical Standards.

4) The Contractor shall provide any and all parts necessary for approved repair work that is in the scope of this Contract. All work to be performed will require a written cost and scope estimate and must be presented to the AAR and approved in writing by the AAR prior to performing the repairs. The cost estimate shall be determined by the hourly rates listed within this Contract and the actual cost of parts.

5) Once the AAR approves the estimates, the AAR will return the signed form to the Contractor. This signed form will be used as a "work authorization" prior to starting the work, then the Contractor will schedule the work with the AAR. Any work required beyond the scope 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. The approved work order will be included on the invoice package along with the backup documentation.

6) The Contractor will revise the scope of work and revise the work authorization if any changes, and/or unforeseen conditions are encountered during the work. This revised work authorization will be submitted for approval to the AAR for signature and will be submitted with the invoice with the back up as a revised work authorization with a brief explanation of the change.

7) The Aviation Authority will reimburse the Contractor for freight and shipping charges incurred when obtaining repair parts and components for reimbursable items. The cost of overnight delivery must be approved in writing in advance by the AAR. A copy of the original receipt for purchase of parts or components shall be submitted with the invoice.

8) All repair, replacement and obsolete parts shall be new Original Equipment Manufacturer ("OEM") parts. In the event that a part has been deemed obsolete by the manufacturer, the Contractor may substitute a third party part of the same or higher quality with written permission of the AAR.

3.5 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 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. The Contractor shall be responsible for preparing the area near each sign structure or bridge where services are scheduled to be performed. The Contractor shall provide all necessary equipment, including all incidental parts. All equipment and parts shall be appropriate for their intended use.

f. It is the Contractor's responsibility to familiarize itself with access to the site of each sign structure and bridge.

g. The Contractor shall be responsible for pickup of all Aviation Authority supplied materials and delivery of all equipment and materials to each site.

h. Contractor shall advise the Aviation Authority as soon as practical of any defect or condition which may adversely affect the performance of the maintenance and/or repair services, including any defect or condition which is not covered under Specification.

i. Contractor shall meet the requirements and qualifications of Section 102 MOT Standards of the Federal Department of Transportation ("FDOT").

j. The Contractor shall furnish for approval by the AAR a schedule, which indicates starting and end dates for scheduled services.

3.6 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 the 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. 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.

c. The Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on 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.

d. 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.

e. 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.

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

g. While working on airport property all 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.

3.7 Staffing

a. Journeyman Electrician/On-Site Lead Electrician

A licensed journeyman electrician/on-site lead Electrician with a minimum of three (3) year verifiable experience as a commercial electrician. The journeyman electrician shall:

1) Possess skills and knowledge of construction and operation of the electrical equipment and installations.

2) Have received proper safety training to identify and avoid the hazards (as described in the NFPA 70E-2021, Standards for Electrical Safety in the Workplace, for electrical safety training requirements) involved.

3) The Contractor's On-Site Lead Electrician shall be a working supervisor and be present on each shift and responsible for assuring the Aviation Authority work being performed by the Contractor is in accordance with this Contract.

4) The On-Site Lead Electrician shall have three (3) years in a supervisory capacity involving projects that demonstrate the experience and skill necessary to manage the work to be performed under this Contract.

5) Prior to commencing work under the Contract, and whenever there is change, Contractor shall provide the Aviation Authority with the name, qualifications, and current resume of its on-site lead technician who shall carry out the day-to-day obligations of the Contract.

6) The person designated by the Contractor as the On-Site Lead Electrician and any replacement, shall be subject to the Aviation Authority's prior written approval.

7) The Aviation Authority reserves the right to approve or disapprove a Contractor employee's qualifications to serve in contracted positions. The Aviation Authority reserves the right to require adjustment or replacement of any Contractor position or personnel at any time at the sole discretion of the AAR. The Aviation Authority reserves the right to deny any employee selected for any position at any time.

b. Mechanic Electrician:

A mechanic electrician to perform electricial services with a minimum of three (3) years of verifiable experience in an electrical commercial facility.

c. Helper Electrician:

An electrician helper to perform serices with a minimum of one (1) year of verifiable experience as a commercial electrician helper.

d. All electricians must receive prior written approval from the AAR before they will be permitted to work at Orlando International Airport and Orlando Executive Airport.

3.8 Items Provided by the Aviation Authority

a. The Aviation Authority will provide the Contractor with electrical access needed to perform the services.

b. The Aviation Authority will provide the Contractor with parking for the Contractor's employees while performing the work specified herein.

3.9 Warranty

a. The Contractor's total warranty shall be effective for a period of one (1) year following Aviation Authority's final acceptance of the installation or repair.

b. The Contractor warrants its workmanship and shall, without additional cost to Aviation Authority, reinstall, replace, repair, or other installation related defects that occur during the warranty period, including labor and parts.

c. Contractor-furnished materials that develop defects during the installation or warranty period shall also be replaced without additional cost to Aviation Authority.

3.10 On-Site Communications

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

3.11 Response Time

a. For lamps and ballasts replacement and fixture repair written work orders, the Contractor shall respond verbally by telephone within twenty-four (24) hours of receiving the request, and shall commence services within forty-eight (48) hours from the time AAR's written request is received by the Contractor.

b. Upon a request for electrical services, as described in Section 3.12 - Preparation, Contractor shall respond within twenty-four (24) hours of receiving the Aviation Authority's request. Contractor shall deliver to the Aviation Authority a written estimate for labor hours, permits, parts, equipment and materials required for completing the work.

3.12 Preparation

a. The Contractor shall submit an MOT plan to the AAR prior to beginning any inspection, installation or repair work.

b. Contractor shall take steps necessary to route traffic at the specific sign structure, roadway bridge, or as defined in its MOT.

c. Contractor shall submit to the AAR for approval on the Aviation Authority (UON) form, System Interruption/Utility Outage Notification, no less than seventy-two (72) hours prior to every re-lamping, inspection or any repair work.

3.13 Total Relamping

a. Contractor shall perform repairs or re-lamping at the direction of the AAR. During the performance of the total re-lamping, the Contractor shall also perform an inspection to determine what additional repairs are required to bring the fixtures into a properly maintained condition.

b. A Condition Report ("CR") shall be completed by the Contractor and submitted to the AAR within two (2) working days after completion of the re-lamping which shall list the operational status of each roadway sign and bridge structure fixture. The CR shall include, but not be limited to, the following information: location of sign or bridge, structure or bridge number, current status, recommended repairs, and the technicians' names. Any recommended repairs shall include an itemized estimate that details the unit cost(s) for parts and the estimated labor hours necessary to complete the recommended repair(s).

3.14 Owner Requested Inspections

a. The Contractor shall perform an inspection when requested by the owner of all roadway sign structure lighting, high mast poles, parking lot pole lights and bridge lamps. At the completion of the inspection, the Contractor shall complete and submit a separate CR for each roadway sign, bridge, and lightning listing the status of any light fixtures or electrical equipment that needs repair. Repairs will be scheduled by the AAR based on the CRs submitted.

b. Following the Inspection, the Contractor shall submit all repair estimates to the AAR for review, acceptance, and scheduling within two (2) working days.

c. No repairs shall be performed without written approval of the AAR.

d. Approved repairs shall be performed within one (1) week as agreed to by the AAR.

e. All damaged and/or replaced parts shall be retained for inspection by the AAR after the repair has been completed.

f. The Contractor shall properly box and label containers of spent lamps and ballasts, and promptly deliver them to the Aviation Authority's Material Control warehouse for disposal. Material Control is located at 3652 Casa Verde Road, Building 811, Orlando, Florida 32827-4363.

g. The Contractor may need to replace as determined by the AAR, electric panels, switches, underground conduit, wiring, or transformers that make up the electric service.

3.15 Inspection and Approval

a. Upon completion of the work order, the AAR or designee will conduct inspections of the areas where work has been performed for approval of the work.

b. The AAR shall verify the work is satisfactorily completed.

c. Contractor must correct deficiencies noted during inspection within seven (7) working days following receipt of written notice of such deficiency before final acceptance.

3.16 Maintenance and Repair Reports

The Contractor shall submit a copy of each daily maintenance and repair reports made to the AAR or designee prior to leaving the facility each day. Such report(s) shall include a detailed list of all parts used, including part numbers, amount of man hours, and any other material used for repair.

3.17 Tools and Equipment

a. The Contractor as its own expense shall provide all necessary equipment, including any aerial equipment and MOT, to perform all the activities required in this Specification for roadway sign structure lighting, parking lot light poles and other installations of similar size and height as listed in Exhibit 2.

b. The Contractor shall have ownership or expeditious access to suitable major electrical equipment necessary to complete the electrical work in a timely manner. The Contractor shall invoice the Aviation Authority for approved major electrical equipment rental. The equipment should include, but not be limited to, the following:

1. Jackhammers and air compressors.
2. Portable self-powered lighting equipment.
3. Bucket truck with high reach capability.
4. High lift/Aerial lift.
5. Confined space entry equipment.

c. Contractor's tools and equipment will be in a good state of repair, safe to use, and will 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.

3.18 Use of Premises

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

b. Contractor shall ensure that all work sites remain clean and orderly at all times. All waste materials associated with the Contractor's work hereunder shall be handled in accordance with all federal, state, and local regulations. Work areas shall be cleared of any project-related refuse of debris at the end of each workday.

3.19 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.

3.20 Additional Work

a. Additional Work shall refer to upgrades, enhancements, modifications, and the replacement or refurbishment of any equipment, component, or system, as deemed necessary by the Aviation Authority to improve the safety, reliability, or performance of the equipment or system(s) maintained under the Contract.

b. Additional Work shall be performed only upon written authorization of the AAR or designee.

c. It is the Aviation Authority's intent to accomplish the maximum possible amount of Additional Work "in house" by the Contractor. If the Contractor requests the use of Subcontractor Services to perform the Additional Work or some portion of the Additional Work, then the Contractor shall be responsible for arranging and managing the performance of the work which cannot be performed economically by the Contractor. Only the Subcontractor Services approved in advance by the AAR in writing shall be reimbursed by the Aviation Authority.

3.21 Exhibits

Exhibits 1- 3 are attached hereto and incorporated herewith.

Exhibit 1 - Roadway Signs And Bridges Locations

Exhibit 2 - Summary Of Existing High Mast And Poles Lighting Inspection Sheet

Exhibit 3 - Outside Electrical Services

Exhibit 1 - Roadway Signs And Bridges Locations

ROADWAY SIGNS

STRUCTURE #		# OF FIXTURES	# OUT	LOCATION	PANEL MESSAGE	OUC METER #
8		1		Cargo Rd	NORTH EXIT / SR436 / SR528	**5CV00067**
		1		Cargo Rd	BEAR RD / TRADEPORT DR	
		2		Cargo Rd	TERMINAL **A** / TERMINAL **B** / SOUTH EXIT SR417	
9		1		Cargo Rd	NORTH EXIT / SR436 / SR528	**5CV00417**
		1		Cargo Rd	BEAR RD / TRADEPORT DR	
		2		Cargo Rd	TERMINAL **A** / TERMINAL **B** / SOUTH EXIT SR417	
10		2		Entrance Rd	TERMINAL **A** SIGNATORY AIRLINES	**5CV00401**
16		2		Cargo Rd	TERMINAL **A** / TERMINAL **B** / SOUTH EXIT SR417	**5CV00077**
		1		Cargo Rd	CASA VERDE RD / HANGER BLVD / HEINTZELMAN BLVD	
		1		Cargo Rd	NORTH EXIT / SR436 / SR528	
17		2		Cargo Rd	TERMINAL **A** / TERMINAL **B** / SOUTH EXIT SR417	**5CV00446**
		1		Cargo Rd	CASA VERDE RD / HANGER BLVD / HEINTZELMAN BLVD	
		1		Cargo Rd	NORTH EXIT / SR436 / SR528	
20		4		Entrance Rd	TERMINAL **A** SIGNATORY AIRLINES	**5CV00037**
		2		Entrance Rd	ECONOMY PARKING	
21		1		Terminal	RENTAL CAR RETURN SIGN	**5CV00467**
30		1		Entrance Rd	TERMINAL **A** AIRLINES	**5CV00430**
		2		Entrance Rd	ECONOMY PARKING	
38		2		South Access	TERMINAL **B** AIRLINES	**5CV00474**
39		2		South Access	TERMINAL **B** AIRLINES	**5CV00471**
40		4		Entrance Rd	TERMINAL **A** NON-SIGNATORY AIRLINES	**5CV00430**
44		2		South Access	TERMINAL **A** AIRLINES	**5CV00469**
45		1		South Access	TERMINAL **A** AIRLINES	**5CV00427**
DMS 2				Entrance Rd	DIGITAL MESSAGE SIGN	**5CM10204**
50		1		Entrance Rd	CARGO ROAD ECONOMY PARKING	**5CM10204**
51		2		Heintzelman	SOUTH EXIT TO KISSIMMEE	**5CV00447**
				Heintzelman	ALL TERMINALS	
52		1		South Access	TERMINAL **B** AIRLINES	
53		2		South Access	TERMINAL **B** AIRLINES	
54		1		South Access	HEINTZELMAN BLVD	**5CV00429**
80		4		Entrance Rd	TERMINAL **A** SIGNATORY AIRLINES	**5CV00464**
		1		Entrance Rd	CARGO ROAD ECONOMY PARKING	
18		2		Entrance Rd	TERMINAL **A** AIRLINES	**5CV00438**
		2		Entrance Rd	TERMINAL **B** AIRLINES	

ROADWAY SIGNS (Continued)

STRUCTURE #	PICTURE #	# OF FIXTURES	# OUT	LOCATION	PANEL MESSAGE	OUC METER #
110		2		Entrance Rd	TERMINAL **A** / RENTAL CAR RETURN	**5CV00405**
		2		Entrance Rd	TERMINAL **B** / RENTAL CAR RETURN, HYATT HOTEL	
22		1		Terminal	RENTAL CAR RETURN SIGN	**5CV00425**
		1		Terminal	PARKING	
		1		Terminal	ARRIVING FLIGHTS	
		1		Terminal	DEPARTING FLIGHTS, TICKETING	
		2		Terminal	TERMINAL **B** AIRLINES	
136		1		Exit Rd	436 NORTH / DOWNTOWN ORLANDO	**5CV00460**
		1		Exit Rd	528 WEST / EXIT 1B / ATTRACTIONS	
		1		Exit Rd	528 EAST / EXIT 1A / ATTRACTIONS	
140		1		Terminal	PARKING	**5CV00050**
		1		Terminal	ARRIVING FLIGHTS / BAGGAGE CLAIM	
		1		Terminal	DEPARTING FLIGHTS / TICKETING	
150		1		Terminal	RENTAL CAR RETURN	**5CV00439**
170		2		Terminal	PARKING / HYATT HOTEL ACCESS / 3RD LEVEL	
210		2		Terminal	ARRIVING FLIGHTS / BAGGAGE CLAIM	**5CV00040**
		1		Terminal	DEPARTING FLIGHTS / TICKETING	
		1		Terminal	EXPRESS, E PASS, SUN PASS ONLY	
220		1		Terminal	A PARKING GARAGE. 7' AHEAD / KEEP LEFT	
230		2		Terminal	DEPARTING FLIGHTS/ TICKETING	**5CV00419**
		1		Terminal	EXPRESS, E PASS, SUN PASS ONLY	
244		1		Terminal	B PARKING GARAGE	
260		2		Terminal	TERMINAL **B** SIGNATORY AIRLINES	**5CV00441**
310		3		Terminal	TERMINAL **B**	**5CV00038**
				Terminal	NORTH EXIT / SR 436 / SR 528 / ATTRACTIONS	
				Terminal	SOUTH EXIT / SR 417 / DISNEY / KISSIMMEE	
320		1		Terminal	TERMINAL **B**	**5CV00018**
		1		Terminal	NORTH EXIT / SR 436 / SR 528 / ATTRACTIONS	
		1		Terminal	SOUTH EXIT / SR 417 / DISNEY / KISSIMMEE	
330		1		Terminal	TERMINAL **B**	**5CV00442**
340		1		Terminal	NORTH EXIT / SR 436 / SR 528	**5CV00030**
		1		Terminal	TERMINAL **A**	
		1		Terminal	SOUTH EXIT / SR 417	
360		1		Terminal	TERMINAL **B**	**5CV00028**
		1		Terminal	NORTH EXIT / SR 436 / SR 528	
		1		Terminal	SOUTH EXIT / SR 417	
370		1		Terminal	NORTH EXIT / SR 436 / SR 528 / HYATT HOTEL	**5CV00461**
		1		Terminal	TERMINAL **A**	
		1		Terminal	SOUTH EXIT / SR 417	
380		1		Terminal	PARKING	**5CV00406**
		1		Terminal	ARRIVING FLIGHTS / RENTAL CAR RETURN	

ROADWAY SIGNS (Continued)

STRUCTURE #	PICTURE #	# OF FIXTURES	# OUT	LOCATION	PANEL MESSAGE	OUC METER #
390		1		Terminal	DEPARTING FLIGHTS / TICKETING	
		1		Terminal	PARKING/ HYATT SELF PARK	**5CV00103**
		1		Terminal	ARRIVING FLIGHTS / RENTAL CAR RETURN	
		1		Terminal	DEPARTING FLIGHTS / TICKETING	
		1		Terminal	NORTH EXIT / SR 436 / SR 528 / HYATT HOTEL	
				Terminal	TERMINAL **A**	
410		1		Terminal	ARRIVING FLIGHTS / RENTAL CAR RETURN	**5CV00111**
		1		Terminal	DEPARTING FLIGHTS / TICKETING	
		1		Terminal	NORTH EXIT / SR 436 / SR 528 / HYATT HOTEL	
		1		Terminal	TERMINAL **A**	
		1		Terminal	HYATT HOTEL / VALET PARKING / SELF PARKING	
		1		Terminal	NORTH EXIT / SR 436 / SR 528	
		1		Terminal	TERMINAL **A**	
420		1		Terminal	RENTAL CAR RETURN	**5CV00111**
440		2		Terminal	PARKING / HYATT HOTEL ACCESS / 3RD LEVEL	
460		2		Terminal	ARRIVING FLIGHTS / BAGGAGE CLAIM	**5CV00111**
		1		Terminal	DEPARTING FLIGHTS / TICKETING	
		1		Terminal	EXPRESS / E PASS / SUN PASS ONLY	
462		1		Terminal	PARKING GARAGE **B** / KEEP LEFT	
490		2		Terminal	DEPARTING FLIGHTS / TICKETING	**5CV00101**
		1		Terminal	EXPRESS / E PASS / SUN PASS ONLY	
500		1		Terminal	HYATT HOTEL / VALET PARKING / SELF PARKING	**5CV00462**
515		1		Terminal	HYATT HOTEL	**FOUNTAIN**
530		1		Terminal	A PARKING GARAGE	
620		1		Terminal	NORTH EXIT / SR 436 / SR 528 / ATTRACTIONS	**5CV00043**
		1		Terminal	TERMINAL **A** / TERMINAL **B**	
		1		Terminal	SOUTH EXIT / SR 417 / DISNEY / KISSIMMEE	
640		1		Terminal	TERMINAL **A**	**5CV00420**
		1		Terminal	TERMINAL **B** / SOUTH EXIT / SR 417	
		1		Terminal	NORTH EXIT / SR 436 / SR 528 / ATTRACTIONS	
		1		Terminal	NORTH EXIT / SR 436 / SR 528	
		1		Terminal	TERMINAL **A** / TERMINAL **B**	
		1		Terminal	SOUTH EXIT / SR 417	
650		1		Terminal	TERMINAL **A**	**5CV00065**
		1		Terminal	TERMINAL **B** / SOUTH EXIT / SR 417	
		1		Terminal	NORTH EXIT / SR 436 / SR 528	
655		1		Exit Rd	CARGO ROAD / ECONOMY PARKING	**5CV00042**
660		1		Terminal	TERMINAL **A**	**5CV00019**
		1		Terminal	TERMINAL **B**	

ROADWAY SIGNS (Continued)

STRUCTURE #	PICTURE #	# OF FIXTURES	# OUT	LOCATION	PANEL MESSAGE	OUC METER #
670		1		Terminal	TERMINAL **A**	**5CV00426**
		2		Terminal	TERMINAL **B** / HYATT HOTEL / SOUTH EXIT SR417	
671		2		Terminal	Terminal A / North Cell Lot	
680		1		Terminal	TERMINAL **A**	**5CV00404**
		1		Terminal	TERMINAL **B** / HYATT HOTEL	
		1		Terminal	SOUTH EXIT / SR 417	
690		1		Exit Rd	CARGO ROAD / ECONOMY PARKING	**5CV00465**
700		1		Exit Rd	CARGO ROAD / ECONOMY PARKING / EXIT ONLY	**5CV00473**
TOTAL	**LAMPS**	**127**	**0**			

ROADWAY SIGNS – SOUTH TERMINAL

STRUCTURE #	PICTURE #	# OF FIXTURES	# OUT	LOCATION	PANEL MESSAGE	OUC METER #
OC-1		1		South Terminal		
OC-2		2		South Terminal		
OC-3		3		South Terminal		
OC-4		1		South Terminal		
OC-5		3		South Terminal		
OC-6		1		South Terminal		
OC-7		3		South Terminal		
OT-1		3		South Terminal		
OT-2		3		South Terminal		
OT-3		4		South Terminal		
OT-4		4		South Terminal		
OT-5		4		South Terminal		
OT-6		3		South Terminal		
OT-7		3		South Terminal		
OT-8		4		South Terminal		
OT-9		4		South Terminal		
OT-10		4		South Terminal		
OT-11		3		South Terminal		
OT-12		3		South Terminal		
OT-13		3		South Terminal		
OT-14		3		South Terminal		
OT-15		4		South Terminal		
OT-16		3		South Terminal		

BRIDGE

		SIDEWALK LIGHTS				UNDERDECKS	
ROADWAY	LOCATION	# OF FIXTURES	# OUT	BRIDGE #	ROADWAY BRIDGES	# OF FIXTURES	# OUT
Cargo	west bound			755913	Over Entrance Road	4	
Cargo	east bound			755912	Over Entrance Road	4	
Cargo	east bound			755914	Over Exit Road	4	
Cargo	west bound			755915	Over Exit Road	4	
Return to Terminal	NW bound	28		755929	Over Exit Road	2	
Return to Terminal	NW bound	14		755930	Over A Return	1	
Return to Terminal	west bound	48		755926	Over Entrance Road	2	
B Loop	east bound	40		755927	Loop Road	3	
B Loop	east bound	26		755928	South Access Road	1	
South Access	north bound			755941	Heintzelman Boulevard	2	
South Access	south bound			755948	Heintzelman Boulevard	4	
Heintzelman	north bound			TW"E&F"	South Taxiway Bridge	10	
Heintzelman	north bound			TW"J"	North Taxiway Bridge	10	
Heintzelman	south bound			TW"E&F"	South Taxiway Bridge	10	
Heintzelman	south bound			TW"J"	North Taxiway Bridge	10	
Entrance	south bound			TW "J"	400 watt wall packs (Tubular Lamps)	10	
Entrance	south bound			TW "J"	54 watt 8' Fluorescent Fixtures	22	
Exit	north bound			TW "J"	400 watt wall packs (Tubular Lamps)	10	
Exit	north bound			TW "J"	54 watt 8' Fluorescent Fixtures	23	
South Access	south bound			TW"E&F"	400 watt wall packs (Tubular Lamps)	44	
South Access	south bound			TW"E&F"	400 watt - 6" Roadway Tube Lights (tubular lamps)	20	
South Access	north bound			TW"E&F"	400 watt wall packs (Tubular Lamps)	44	
South Access	north bound			TW"E&F"	400 watt - 6" Roadway Tube Lights (tubular lamps)	20	
New Bridge South Terminal							
New Bridge South Terminal							
New Bridge South Terminal							
TOTAL	**LAMPS**	**156**	**0**			**264**	**0**

Exhibit 2 - Summary Of Existing High Mast And Poles Lighting Inspection Sheet

HIGH MAST Pole #		# OF FIXTURES	# OUT	LOCATION	Description	OUC METER #
6 POLES @120'				A SIDE		
6 POLES @120'				AS#1		
6 POLES @120'				AS#2		
6 POLES @120'				AS#3		
6 POLES @120'				AS#4		
5 POLES @120'				B SIDE		
9 POLES @40'				EMPLOYEE P		
24 POLES @60'				EMPLOYEE P		
6 POLES @120'				GOLD LOT		
3 POLES @120'				NORTHCAR GO		
3 POLES @120'				NORTHCAR GO		
4 POLES @120'				WEST RAMP		
12 POLES @120'				WEST RAMP		
7 POLES @120'				FEDEX		
5 POLE@ 60'				OLD AVIS/BUDGE T		
43 POLES@30'				NORTH PAK PLACE	LITHONIA LED	
+/- 170POLES& 10',15',20',25' & 30				SOUTH PARK PLACE	GARDCO ECOFORM LED'S	

Exhibit 3 - Outside Electrical Services

SERVICE	VOLTAGE		LOCATION	Description	OUC METER #
69 IRRIGATION	120V 1P		North Terminal		
HEINTLEMAN LIFT STATION	480V 1P		North Terminal		

Electrical Services could include but not limited to:

Bus Maintenance Facility, OEA Admin Building, RSF Building, Engineering & Construction Building, It Building, Purchasing Building, Maintenance Shops Building, Maintenance Administration Building, Annex Building, USDA Building, Maintenance Motor Pool Building, Blue Lot Building, Red Lot Building, HBJ Warehouse Service, Bee Line Warehouse, Tradeport Pump Bldg, Airfield Operations Building, Lift Stations Under Maintenance, etc.

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Awards

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

4.2 Additional Terms & Conditions

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

4.3 Purchasing Contracts With Other Governmental Entities

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

4.4 Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation for Bid; and written correspondence concerning Bids may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

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

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

4.5 Whistle Blower Reporting Line

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

4.6 EEO Statement

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

4.7 Federal Fair Labor Standards Act

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

4.8 Occupational Safety And Health Act of 1970

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

4.9 Discounts

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

4.10 Pricing

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

4.11 Incurred Cost

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

4.12 Taxes

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

4.13 Errors

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

4.14 Silence of Specifications

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

4.15 Assignment

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

Aviation Authority shall be entitled to terminate this Contract. Assignments require at least sixty (60) days prior notice.

4.16 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this

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

4.17 Patents and Royalties

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

4.18 Software License to Contractor

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Contractor hereby grants to the Aviation Authority , a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software.

This software is “proprietary” to Contractor, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Contract and any attached work orders or invoices. The Aviation Authority may not use or share this software without permission of the Contractor; however, the Aviation Authority may make copies of the software expressly for backup purposes.

4.19 Warranty Against Infringement of Intellectual Property

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

4.20 Optional Ownership of Work Product

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

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

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

4.22 Training

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

4.23 Acceptance

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

4.24 Safety Warranty

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

4.25 Warranty

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

4.26 Conflict of Interest

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

4.27 Drug-Free Workplace

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

4.28 Discriminatory Vendor List

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

4.29 Public Entity Crimes

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

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list

4.30 Scrutinized Companies

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

4.31 Licenses and Certifications

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

4.32 Subcontractors

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

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

4.33 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Aviation Authority employee. Only those communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Contractors,

which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Contractor.

4.34 Litigation Venue

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

4.35 Addition, Deletion, or Modification of Services

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

4.36 Operation During Dispute

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

4.37 Contract Termination

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

a. Termination for Cause

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

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

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

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

c. Termination for Convenience of Contractor

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

4.38 Contractor Responsibilities

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

4.39 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 the Aviation Authority's Chief Executive Officer or the Aviation Authority Board depending on the circumstances.

4.40 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.

4.41 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.

4.42 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.

4.43 Copying Documents

Contractor hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its

agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

4.44 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: PHONE NUMBER, (407) 825-7105; EMAIL ADDRESS, WWW.ORLANDOAIRPORTS.NET/PUBLICRECORDS; 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.

4.45 Federal Compliance Provisions

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

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

a. **Equal Employment Opportunity**

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

b. **Davis–Bacon Act**

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

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

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

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

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

e. **Debarment and Suspension**

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

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

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

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

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

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

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

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

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

g. **Energy Policy and Conservation Act**

The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan

issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

h. **Federal System for Award Management**

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

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

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

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

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

j. **Procurement of Recovered Materials**

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

4.46 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**

4.47 Additional FEMA Requirements.

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

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

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

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

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

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

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

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

3) No Obligation by Federal Government.

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

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

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

5.0 CONTRACT

5.1. Contract Instructions

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

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

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

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

4) If 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 furnish and provide all labor, supervision, materials, and miscellaneous parts, equipment, tools, and all other accessories, services, and preparation of Maintenance of Traffic (MOT) for repairing or replacing light fixture controls, or electrical service related equipment associated with signs, lighting, bridges, exterior electrical service equipment and components, high mast light poles, parking lot pole mounted lighting, buildings, structures and other associated equipment,and all other items necessary or proper for, or incidental to, performing its obligations, performing roadway and exterior electrical maintenance services under **Purchasing Bid 01-23, Roadway and Exterior Electrical Maintenance Services** at the Orlando International Airport ("OIA") and Orlando Executive Airport ("OEA") in accordance with this Specificationin accordance with the Contract Documents which consist of the Contract, Bid 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 Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By:_____

Official Seal

Its:_____

Date:_____

Attest:

_____
Secretary

"CONTRACTOR"

WITNESSED BY:

_____
(Name of Contractor)

_____ By:_____
(Seal)

(Signature of Owner or General Partner)

_____ Its:_____
(Title)

_____
Name of Owner or General Partner Printed or Typed

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 Hundred Sixty-Five Thousand and Six Hundred Sixty-Six Dollars ($165,666.00)**, 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 Bid 01-23, Roadway and Exterior Electrical Maintenance Services** 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:

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

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

3. Pays the Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or

entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

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

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

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

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

Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall be increased or the term of this bond extended in accordance with any amendments or other modifications to the Contract Documents entered into by 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:**$165,666.00**

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 01-23, Roadway and Exterior Electrical Maintenance Services** 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.

Irrevocable Stand-by Letter of Credit
Page 2

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

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

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

_____
(Bank Name)

By: _____
(Signature)

Address: _____

_____

Telephone No.:_____

Fax No.:_____

E-Mail Address: _____

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

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

A. _____[Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain **Contract 01-23, Roadway and Exterior Electrical Maintenance Services** at Orlando International Airport, by and between the Company and the Aviation Authority (the "Contract").

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

C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the 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 BID SUBMITTALS/ ATTACHMENTS

6.1 Bid Opening

a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

b. **Bids** must be submitted no later than _____in sealed envelopes bearing the words "**Purchasing Bid 01-23, Roadway and Exterior Electrical Maintenance Services"**, at the Orlando International Airport.

c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:

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

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

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

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

e. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.

f. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.

g. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

6.2 Delivery of Bid

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

Greater Orlando Aviation Authority
Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

b. Bidders should include the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope. Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed Bid shall be rejected as non-responsive regardless of where or when it is received.

c. Bidders are cautioned that they are solely and strictly responsible for delivery to the specific location cited prior to the specified opening date and time. Therefore, if your Bid is delivered by an express mail carrier or by any other means, it is solely your responsibility to ensure delivery to the above address. The Purchasing Department will not be responsible for deliveries made to any place other than the specified address.

d. **The time/date stamp clock located in the Purchasing Department Office shall serve as the official authority to determine lateness of any Bid. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered. Late Bids will be returned to the Bidder unopened.**

6.3 Bid Submittals

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

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

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

Attachment A - Bidder's Certification

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

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

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

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

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

Company	***Sworn to and subscribed before me by means of:***
	❑ physical presence or ❑ online notarization
Bidder'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.

Attachment B - Bid Price Form

BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 01-23
ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES

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

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

The Bidder's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Aviation Authority in performing the services. The Bidder agrees to provide all provide all labor, supervision, materials, and miscellaneous parts, equipment, tools, and all other accessories, services, and preparation of Maintenance of Traffic (MOT) for repairing or replacing light fixture controls, or electrical service related equipment associated with signs, lighting, bridges, exterior electrical service equipment and components, high mast light poles, parking lot pole mounted lighting, buildings, structures and other associated equipment, and all other items necessary or proper for, or incidental to, performing roadway and exterior electrical maintenance services at the Orlando International Airport and Orlando Executive Airport.

ROADWAY AND EXTERIOR ELECTRICAL MAINTENANCE SERVICES

TOTAL THREE (3) YEAR BID PRICE:

_____ **$**_____
(Print Dollar Amount)

Note: The figure shown above must match the figure shown on the Bid Form Price Sheet (Excel Worksheet) as the "Total Three (3) Year Bid Price."

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Attachment C - Addendum Receipt Verification

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

_____
Company

_____
Signature

_____
Print Name

_____
Title

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

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

2. AUTHORIZED SIGNATORIES

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

Name	Title	Indicate Principal or Authorized Authority

3. EXPERIENCE

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

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

a. Provide Resume of Journeyman Electrician/On-Site Lead Electrician
b. Provide Certificate of Electrical Safety Training
c. Certified Electrical Contractor's License.
d. Journeyman's License.
e. Business License.Provide Business License
f. What is the current number of company employees?
g. Will Additional Staff be hired to meet Contract requirements?

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

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

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

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

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

_____
_____
_____
_____
_____

Acknowledged by:

_____

Firm Name:

_____

Signature of Authorized Representative:

_____

Name and Title (Print or Type):

_____

Date:

_____

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent:_____

By:_____
(Authorized Signature)

Title:_____

Date:_____

Attachment G – MWBE/LDB Forms,

MINORITY/WOMEN-OWNED PARTICIPATION

AND

LOCAL DEVELOPING BUSINESS FORMS

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

Bidder: 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: $_____

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

AFFIRMATION:

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

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

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

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

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

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

Bidder: Name_____

Address_____

City_____ State_____ Zip_____

LDB/VBE Firm: Name_____

Address_____

City_____ State_____ Zip_____

LDB/VBE Contact: Name: _____ Phone ( )_____

Email: _____

LDB/VBE Certification Agency: _____ Expiration Date _____

Scope of Work	Quantity	Rates	Total

Year 1: $_____

Year 2: $_____

Year 3: $_____

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

AFFIRMATION:

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

By: _____
(LDB/VBE Owner's Signature) (Title) (Date)

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

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

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

MONTH ENDING: _____ (REVISED PER ADDENDUM NO. 1)

GREATER ORLANDO AVIATION AUTHORITY

MWBE DISBURSEMENT FORM

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

CONTRACT: BXX-20 Xxxxxxxx Xxxxxxxxxx Xxxxxxxxxx
(Number and Name)

	Current Year			Previous Years Totals
	(A)	(B)	(C)	(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)

SAMPLE

	Current Year			Previous Years Totals
	(E)	(F)	(G)	(H)
MWBE 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:

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: BXX-20 Xxxxxxxx Xxxxxxxxxx Xxxxxxxxxxx
(Number and Name)

	Current Year			Previous Years Totals
	(A)	(B)	(C)	(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)

SAMPLE

	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:

Attachment H - Current W9

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

Attachment I – Certificate of Insurance

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ ☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER	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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ACORD 25 (2010/05) **The ACORD name and logo are registered marks of ACORD**

Attachment J - Letter of Bondability or Letter of Credit

Bidder shall provide with its Submittal a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Bidder can obtain one or the other. As described in Section Two – Special Conditions Section 2.5.

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

Attachment K – 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 Bidder, Vendor or Contractor).

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

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

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

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

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

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

Attachment L – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

GREATER ORLANDO AVIATION AUTHORITY
PURCHASING DEPARTMENT
8652 CASA VERDE ROAD, BUILDING 811
ORLANDO, FLORIDA 32827-4338

We have received Invitation for Bids, **Purchasing Bid 01-23, Roadway and Exterior Electrical Maintenance Services**, for the Orlando International Airport, opening at 3:00 p.m. EST, June 17, 2022, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

_____

_____

_____

_____
Company Name

By:_____

Its:_____
Name & Title, Typed or Printed