GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB No. 05-22

Landside Terminal Landscape Maintenance and Irrigation Services

Name: Janice K Hughes, CPPB
Title: Senior Purchasing Agent
Email: Janice.Hughes@goaa.org
Phone: (407)-825-6425
Greater Orlando Aviation Authority
Orlando International Airport
Purchasing Department
8652 Casa Verde Road, Building 811 Orlando,
Florida 32827-4338

5.2 Contract

This Agreement/Contract is made and entered into effective as of the 1st day of December 20 21 by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and **HELPING HAND LAWN CARE, LLC,** hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, materials, supplies, tools, equipment, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landside terminal landscape maintenance and irrigation services under **Purchasing Bid 05-22, Landside Terminal Landscape Maintenance and Irrigation Services, at the Orlando International Airport,** *in accordance with the Contract Documents which consist of the Contract, Bid Price Form Pages, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the 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(s)** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, 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: Phillip N. Brown — Phillip N Brown, Chief Executive Officer, Oct 27 2021 10:32 AM

Its: _____

Date: _____

Official Seal

Attest: _____

Assistant Secretary

WITNESSED BY:

"CONTRACTOR"

Helping Hand Lawn Care LLC

(Name of Contractor)

Reggie Pinard

(Seal)

By: _____

(Signature of Owner or General Partner)

_____

Its: President

(Title)

Elder Ripper

Name of Owner or General Partner Printed Or Typed

Approved as to Form and Legality
this 20 day of October, 20 21
Nelson Mullins Riley & Scarborough, LLP
By _____
Greater Orlando Aviation Authority

Date: 9.30.21

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www. FloridaSuretyBonds.com

October 7, 2021

Greater Orlando Aviation Authority
8652 Casa Verde Road, Bldg. 811
Orlando, FL 32827

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY
Principal: Helping Hand Lawn Care, LLC
Bond No: NFL 2600
Project: Landside Terminal Landscape Maintenance and Irrigation Services, at the Orlando International Airport, Orlando, Florida

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the contract date onto the contract bonds and powers of attorney.

Once dated, please email to teresa@floridasuretybonds.com or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Merchants National Bonding, Inc.

Gloria A. Richards
Attorney-In-Fact
& Florida Licensed Resident Agent

THE ATTACHED STATUTORY COVER PAGE FORMS AND BECOMES A PART OF THIS BOND.
Executed in 2 Counterparts

Performance Bond No.: NFL 2600

Performance Bond Expiration Date: November 30, 2022

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS

that Helping Hand Lawn Care, LLC _____, hereinafter called Principal, and Merchants National * _____, a corporation organized under the laws of the State of IA and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of **One Million One Hundred Fifty Thousand Dollars ($1,150,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for **Purchasing Bid 05-22, Landside Terminal Landscape Maintenance and Irrigation Services, at the 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 Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 27th day of October, 20 21, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to Aviation Authority of its governing body.

Signed, sealed and delivered
in the presence of:

Helping Hand Lawn Care, LLC
Principal (Name of Contractor)

Witness

By: _____
(Signature)

Witness

Its: President
(Title)

(Seal)

Merchants National Bonding, Inc.
Name of Surety

Witness

By: _____
(Signature)

Witness

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

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

Telephone No.: 515-243-8171

Fax No.: 515-243-3854

E-Mail Address: afinken@merchantsbonding.com

(Countersignature by Gloria A. Richards
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.

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

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

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of March , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 24th day of March 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

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

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

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

Secretary

(Corporate Seal)

Executed in 2 Counterparts

Public Work
F.S. Chapter 255.05 (1)(a)
Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO:	NFL 2600
CONTRACTOR NAME:	Helping Hand Lawn Care, LLC
CONTRACTOR ADDRESS:	1733 Benbow Court, Suite 4
	Apopka, FL 32703
CONTRACTOR PHONE NO:	407-221-0593
SURETY COMPANY:	Merchants National Bonding, Inc.
	PO Box 14498
	Des Moines, IA 50306-3498 515-243-8171
OWNER NAME:	Greater Orlando Aviation Authority
OWNER ADDRESS:	8652 Casa Verde Road, Bldg. 811
	Orlando, FL 32827
OWNER PHONE NO.:	407-825-6425
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO.:	
BOND AMOUNT:	$1,150,000.00
CONTRACT NO.: (If applicable)	Purchasing Bid 05-22
DESCRIPTION OF WORK:	Landside Terminal Landscape Maintenance and Irrigation Services,
	at the Orlando International Airport
PROJECT LOCATION:	Orlando, Florida
LEGAL DESCRIPTION: (If applicable)	

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed thereon.

HELPING HAND LAWN CARE

Helping Hand Lawn Care
PO Box 1704
Sorrento, Fl 32776
(407) 221-0593

Attachment A - Bidder's Certification Form

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 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.

Company	***Sworn to and subscribed before me by means of:***
Helping Hand Lawn Care	☒ ***physical presence or ☐ online notarization***
Bidder's Signature	***this day of*** 23 June ***20*** 21
Print Name and Title Elder Ripper President	***by*** Elder Ripper ***who is***
	☐ **Personally Known; or ☒ Produced Identification.** **Type of identification produced:**
Address: PO Box 1704	***(Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
Sorrento FL 32776	**(STATE OF FLORIDA** **Seal**
Date 6-23-21	**COUNTY OF** Seminole)
Duns Number	
Federal Tax Id Number 46 3823752	**Notary Signature:** _____ **Notary Public My Commission Expires:** 12/25/2021
Email: hhlawncare@hotmail.com	**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.

BRITTANY NETTLES
State of Florida-Notary Public
Commission # GG 170814
My Commission Expires
December 25, 2021

Attachment B - Bid Price Form

BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY

PURCHASING BID 05-22 Landside Terminal Landscape Maintenance & Irrigation 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 7.

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

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

The Bidder agrees to provide all labor, supervision, materials, supplies, tools, equipment, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landside terminal landscape maintenance and irrigation services in accordance with the Specification covered by this Bid and the Contract Documents.

Landside Terminal Landscape Maintenance and Irrigation Services

TOTAL THREE (3) YEAR BID PRICE:

Four million seventy eight thousand four hundred — 00/100 $ 4,078,400.00
(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): Elder Ripper President

Date: 6-24-21

Greater Orlando Aviation Authority

REVISED PER ADDENDUM NO. 2 IFB NO.: 05-22 Three Year Contract for Landside Terminal Landscape Maintenance and Irrigation Services

Bidder's Name: Helping Hand Lawn Care

				Year One		Year Two		Year Three	
ITEM	**DESCRIPTION**	**UOM**	**QTY**	**UNIT PRICE**	**EXT. PRICE**	**UNIT PRICE**	**EXT. PRICE**	**UNIT PRICE**	**EXT. PRICE**
1	**MOWING**								
	Map 1	Cycle	42	$ 4,000.00	$ 168,000.00	$ 4,000.00	$ 168,000.00	$ 7,000.00	$ 294,000.00
	Map 2	Cycle	42	$ 4,000.00	$ 168,000.00	$ 4,000.00	$ 168,000.00	$ 7,000.00	$ 294,000.00
	Map 2 - Northfield	Cycle	24	$ 2,200.00	$ 52,800.00	$ 2,200.00	$ 52,800.00	$ 2,500.00	$ 60,000.00
2	**EDGING & TRIMMING**								
	Map 1	Cycle	36	$ 400.00	$ 14,400.00	$ 400.00	$ 14,400.00	$ 700.00	$ 25,200.00
	Map 2	Cycle	36	$ 400.00	$ 14,400.00	$ 400.00	$ 14,400.00	$ 700.00	$ 25,200.00
3	**WEEDING**								
	Map 1	Cycle	36	$ 400.00	$ 14,400.00	$ 400.00	$ 14,400.00	$ 700.00	$ 25,200.00
	Map 2	Cycle	36	$ 400.00	$ 14,400.00	$ 400.00	$ 14,400.00	$ 700.00	$ 25,200.00
4	**PRUNING**								
	Pruning Shrubs/Groundcover				$ -		$ -		$ -
	Map 1	Cycle	6	$ 3,500.00	$ 21,000.00	$ 3,500.00	$ 21,000.00	$ 5,000.00	$ 30,000.00
	Map 2	Cycle	6	$ 3,500.00	$ 21,000.00	$ 3,500.00	$ 21,000.00	$ 5,000.00	$ 30,000.00
	Pruning Palms				$ -		$ -		$ -
	Map 1	Cycle	2	$ 4,000.00	$ 8,000.00	$ 4,000.00	$ 8,000.00	$ 7,000.00	$ 14,000.00
	Map 2	Cycle	2	$ 14,000.00	$ 28,000.00	$ 14,000.00	$ 28,000.00	$ 17,000.00	$ 34,000.00
	Pruning Wahingtonian Palms	Each	400	$ 35.00	$ 14,000.00	$ 35.00	$ 14,000.00	$ 40.00	$ 16,000.00
	Pruning Trees				$ -		$ -		$ -
	Map 1	Annual	1	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00
	Map 2	Annual	1	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 6,000.00	$ 6,000.00
5	**DISEASE & INSECT CONTROL**								
	Map 1	Cycle	12	$ 1,800.00	$ 21,600.00	$ 1,800.00	$ 21,600.00	$ 2,400.00	$ 28,800.00
	Map 2	Cycle	12	$ 1,800.00	$ 21,600.00	$ 1,800.00	$ 21,600.00	$ 2,400.00	$ 28,800.00
6	**PALM WEEVIL TREATMENTS**								
	Map 1	Cycle	12	$ 1,000.00	$ 12,000.00	$ 1,000.00	$ 12,000.00	$ 1,000.00	$ 12,000.00
	Map 2	Cycle	12	$ 1,000.00	$ 12,000.00	$ 1,000.00	$ 12,000.00	$ 1,000.00	$ 12,000.00
7	**FERTILIZATION**								
	Turf				$ -		$ -		$ -
	Map 1	Cycle	3	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00	$ 2,000.00	$ 6,000.00

REVISED PER ADDENDUM NO. 2 IFB NO.: 05-22 Three Year Contract for Landside Terminal Landscape Maintenance and Irrigation Services									
Bidder's Name: Helping Hand Lawn Care									
				Year One		Year Two		Year Three	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
	Map 2	Cycle	3	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00	$ 2,000.00	$ 6,000.00
	Soil Analysis Reports	Each	2	$ 20.00	$ 40.00	$ 20.00	$ 40.00	$ 20.00	$ 40.00
	Shurbs & Groundcover				$ -		$ -		$ -
	Map 1	Cycle	3	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00
	Map 2	Cycle	3	$ 750.00	$ 2,250.00	$ 750.00	$ 2,250.00	$ 750.00	$ 2,250.00
	All Palms				$ -		$ -		$ -
	Map 1	Cycle	3	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00
	Map 2	Cycle	3	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00	$ 1,000.00	$ 3,000.00
	Trees				$ -		$ -		$ -
	Map 1	Cycle	2	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00
	Map 2	Cycle	2	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00	$ 500.00	$ 1,000.00
	Stump Grinding	Each	15	$ 50.00	$ 750.00	$ 50.00	$ 750.00	$ 50.00	$ 750.00
8	**IRRIGATION AND MAINTENANCE**								
	Map 1	Month	12	$ 6,000.00	$ 72,000.00	$ 6,000.00	$ 72,000.00	$ 7,000.00	$ 84,000.00
	Map 2	Month	12	$ 6,000.00	$ 72,000.00	$ 6,000.00	$ 72,000.00	$ 7,000.00	$ 84,000.00
	Irrigation Parts Estimated Annual Sum	Each	7500	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00	$ 1.00	$ 7,500.00
9	**TRASH & DEBRIS REMOVAL**								
	Daily Routine Trash & Debris Removal	Cycle	261	$ 300.00	$ 78,300.00	$ 300.00	$ 78,300.00	$ 500.00	$ 130,500.00
10	**MULCH**								
	Pine Bark	CUYD	7000	$ 23.00	$ 161,000.00	$ 23.00	$ 161,000.00	$ 23.00	$ 161,000.00
	Pine Straw	CUYD	2400	$ 5.00	$ 12,000.00	$ 5.00	$ 12,000.00	$ 5.00	$ 12,000.00
11	**PLANT REMOVE AND REPLACE**								
	African Iris 1 gal.	Each	10	$ 3.00	$ 30.00	$ 3.00	$ 30.00	$ 3.00	$ 30.00
	Azalea 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Aztec Liriope 1 gal.	Each	10	$ 3.00	$ 30.00	$ 3.00	$ 30.00	$ 3.00	$ 30.00
	Blue Flag Iris 1 gal.	Each	10	$ 3.00	$ 30.00	$ 3.00	$ 30.00	$ 3.00	$ 30.00
	Bougainville 3 gal.	Each	10	$ 9.00	$ 90.00	$ 9.00	$ 90.00	$ 9.00	$ 90.00
	Burfordii Holly 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Camellia 3 gal.	Each	10	$ 15.00	$ 150.00	$ 15.00	$ 150.00	$ 15.00	$ 150.00
	Canary Date Palm 8'-10' ft.	Each	2	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00	$ 2,000.00	$ 4,000.00
	Confederate Jasmine 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Creeping Fig 1 gal.	Each	10	$ 3.00	$ 30.00	$ 3.00	$ 30.00	$ 3.00	$ 30.00

REVISED PER ADDENDUM NO. 2 IFB NO.: 05-22 Three Year Contract for Landside Terminal Landscape Maintenance and Irrigation Services									
Bidder's Name: Helping Hand Lawn Care									
				Year One		Year Two		Year Three	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
	Crinum Lily 10 gal.	Each	10	$ 45.00	$ 450.00	$ 45.00	$ 450.00	$ 45.00	$ 450.00
	Croton 3 gal.	Each	10	$ 7.00	$ 70.00	$ 7.00	$ 70.00	$ 7.00	$ 70.00
	Day Lily 1 gal.	Each	10	$ 3.00	$ 30.00	$ 3.00	$ 30.00	$ 3.00	$ 30.00
	Downy Jasmine 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Fakahatchee 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Hibiscus 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Indian Hawthorn 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Ixoria 3 gal.	Each	10	$ 7.00	$ 70.00	$ 7.00	$ 70.00	$ 7.00	$ 70.00
	Juniper 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Liriope (Evergreen Giant) 1 gal.	Each	10	$ 3.00	$ 30.00	$ 3.00	$ 30.00	$ 3.00	$ 30.00
	Magnolia 100 gal	Each	2	$ 200.00	$ 400.00	$ 200.00	$ 400.00	$ 200.00	$ 400.00
	Nandina 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Oleander 3 gal.	Each	10	$ 9.00	$ 90.00	$ 9.00	$ 90.00	$ 9.00	$ 90.00
	Pampas Grass 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Photinia 1 gal.	Each	10	$ 3.00	$ 30.00	$ 3.00	$ 30.00	$ 3.00	$ 30.00
	Pittosporum 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Plumbago 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Podocarpus 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Rose (Knockout) 3 gal.	Each	10	$ 12.00	$ 120.00	$ 12.00	$ 120.00	$ 12.00	$ 120.00
	Rose (Ground) 3 gal.	Each	10	$ 12.00	$ 120.00	$ 12.00	$ 120.00	$ 12.00	$ 120.00
	Splitleaf Philodendron 3 gal.	Each	10	$ 30.00	$ 300.00	$ 30.00	$ 300.00	$ 30.00	$ 300.00
	Ti Plant 3 gal	Each	10	$ 9.00	$ 90.00	$ 9.00	$ 90.00	$ 9.00	$ 90.00
	Thryallis 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Viburnum 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Yellow Canna 3 gal.	Each	10	$ 6.00	$ 60.00	$ 6.00	$ 60.00	$ 6.00	$ 60.00
	Yucca 3 gal.	Each	10	$ 12.00	$ 120.00	$ 12.00	$ 120.00	$ 12.00	$ 120.00
	Zamia 3 gal.	Each	10	$ 12.00	$ 120.00	$ 12.00	$ 120.00	$ 12.00	$ 120.00
12	FURNISH / INSTALL / MAINTAIN PER ANNUAL				$ -		$ -		$ -
	Annuals	Each	170,000	$ 1.00	$ 170,000.00	$ 1.00	$ 170,000.00	$ 1.00	$ 170,000.00

REVISED PER ADDENDUM NO. 2 IFB NO.: 05-22 Three Year Contract for Landside Terminal Landscape Maintenance and Irrigation Services

Bidder's Name: Helping Hand Lawn Care

				Year One		Year Two		Year Three	
ITEM	**DESCRIPTION**	**UOM**	**QTY**	**UNIT PRICE**	**EXT. PRICE**	**UNIT PRICE**	**EXT. PRICE**	**UNIT PRICE**	**EXT. PRICE**
13	**ADDITIONAL WORK**								
	Tree Removal	Each	5	$ 500.00	$ 2,500.00	$ 500.00	$ 2,500.00	$ 500.00	$ 2,500.00
	Irrigation Repairs & Parts above (8) inches in Diameter	Hour	100	$ 50.00	$ 5,000.00	$ 50.00	$ 5,000.00	$ 50.00	$ 5,000.00
	Additional Landscape Maintenance	Acre	25	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00
	Hourly Labor Rate	Hour	500	$ 50.00	$ 25,000.00	$ 50.00	$ 25,000.00	$ 50.00	$ 25,000.00
	SUB-TOTAL FOR EACH YEAR				$1,214,800.00		##########		$1,648,800.00
GRAND TOTAL HERE & ON SECTION 4 BID PRICE SCHEDULE PAGE				$					4,078,400.00

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

Bidder's Acknowledgement and Approval

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

Company Name: Helping Hand Lawn Care

Authorized Signature:

Printed Name: Elder Ripper

Date: 06/24/2021

REVISED PER ADDENDUM NO. 2 IFB NO.: 05-22 Three Year Contract for Landside Terminal Landscape Maintenance and Irrigation Services									
Bidder's Name: Helping Hand Lawn Care									
				Year One		Year Two		Year Three	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
13	ADDITIONAL WORK								
	Tree Removal	Each	5	$ 500.00	$ 2,500.00	$ 500.00	$ 2,500.00	$ 500.00	$ 2,500.00
	Irrigation Repairs & Parts above (8) inches in Diameter	Hour	100	$ 50.00	$ 5,000.00	$ 50.00	$ 5,000.00	$ 50.00	$ 5,000.00
	Additional Landscape Maintenance	Acre	25	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00	$ 150.00	$ 3,750.00
	Hourly Labor Rate	Hour	500	$ 50.00	$ 25,000.00	$ 50.00	$ 25,000.00	$ 50.00	$ 25,000.00
	SUB-TOTAL FOR EACH YEAR				~~$1,214,800.00~~		##########		~~$1,648,800.00~~ 1,685,050.00
GRAND TOTAL HERE & ON SECTION 4 BID PRICE SCHEDULE PAGE				$	$1,251,050.00		$1,251,050.00		~~4,078,400.00~~ 4,187,150.00

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

Bidder's Acknowledgement and Approval

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

Company Name: Helping Hand Lawn Care

Authorized Signature:

Printed Name: Elder Ripper

Date: 06/24/2021

Attachment C - Addendum Receipt Verification

Bidders must acknowledge each addenda on this form and include with your Bid submittal. Failure to acknowledge 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 June 8-21

Addendum No. 2 Dated June 22-21

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Helping Hand Lawn Care
Company

Signature

Elder Ripper
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	Helping Hand Lawn Care
Contact Individual	Elder Ripper
Contact Address	PO Box 1704
City, State, Zip	Sorrento FL 32776
Telephone Number	407-221-0593
Email Address	hhlawncare@hotmail.com

2. AUTHORIZED SIGNATORIES

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

Name	Title	Indicate Principal or Authorized Authority as listed on SunBiz
Elder Ripper	President	Yes

3. EXPERIENCE

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

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

a. Provide the Resume of On-Site Manager
b. Provide the Resume of Lead Irrigation Technician
c. Provide the License of Certified Pesticide Operator
d. Provide the License of Arborist licensed by the International Society of Arboriculture
e. What is the current number of company employees?
f. Will Additional Staff be hired to meet contract requirements?

5. SCHEDULE

Include the schedule proposed to complete the services as referenced in Section Three, Scope of Work , shall include the manhours and equipment.

6. TOOLS AND EQUIPMENT

a. What equipment do you own that will be utilized on this Contract? **Attach List Include make, model and year of equipment,** include support equipment such as trucks and trailers.

b. If awarded this Contract, how will you meet the equipment requirements?
- [X] Use current owned equipment
- [X] Lease equipment to meet requirements
- [X] Purchase additional equipment

7. LOCAL SERVICE FACILITY, IF APPLICABLE

Name of local service center	Airport location
Address of local service center	4100 canal Rd Lot A/20
The local service center is located in	Orlando FL
Contact	Norman Rigger
Telephone number	407-221-0593
Email:	hhlawncare@hotmail.com

8. REFERENCES

List a minimum of three (3) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily 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.

HELPING HAND LAWN CARE
"Lending a hand for all your lawn care needs"

Helping Hand Lawn Care
PO Box 1704
Sorrento, Fl 32776
(407) 221-0593

Site Manager
Jamar Jefferson

Experience:

Jamar Jefferson has 16 years' experience in the landscape industry in Central Florida. He started his career at Buffington Landscapes in Haines City, and then worked for Valley Crest for several years as a foreman at some of nicest resorts in Osceola County. Then moved on to a position with USA Lawns. He was hired by Helping Hand Lawn Care in early 2016. In 2017 he was placed at the International Airport in Orlando. There he led the construction hand over of new Automated People Mover complex. Today he not only continues to maintain that site but also runs all Operations at our Orlando Airport Branch. He is responsible for up 22 landscape maintenance workers. He is certified in tractor mowing by John Deere. He can Operate a WAM. He has been a licensed pest control holder for 6 years.

Properties he has maintained over the years include:

Orlando International Airport Tradeport
Orlando International Airport Parking Lots
Orlando International Airport Automatic People Mover Complex (Terminal C)
Orlando International Airport Roadways
Orlando International Airport AOA
International Drive Improvement District
Downtown Tavares Streetscape winner of (America In Bloom Champion Community Award)
Orange County Court House
Orlando Executive Airport
Providence Golf Community
Ridgewood Lakes Golf Club

HELPING HAND LAWN CARE

Helping Hand Lawn Care
PO Box 1704
Sorrento, Fl 32776
(407) 221-0593

Irrigation Manager
Joel Vazquez

Experience:

Joel has worked in irrigation for over 11 years. He began his career in Puerto Rico designing and installing irrigation systems. Later he worked in landscape maintenance until he came to Florida. Once in Florida Joel began worked for some of the largest landscape companies in the United States. First he worked for Landscapes USA for a year and then on to Brightview Landscape for 6 years. In 2020 he joined the team here at Helping Hand Lawn Care and has been leading all irrigation activities for GOAA at the Orlando International Airport. He is certified in Maxicom, Baseline, Rainbird Hunter and Toro.

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

Date	File No.	Expires
December 12, 2020	**JE291302**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

NICHOLAS EMMANUEL HERNANDEZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

NICHOLAS EMMANUEL HERNANDEZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE291302

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

nicole fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

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

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

Date	File No.	Expires
December 12, 2020	**JE152113**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular
Certified Operator

REGINALD PINARD
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

REGINALD PINARD
HELPING HAND LAWN CARE
ID CARD HOLDER

JE152113 **Certified Operator**

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

nicole fried Signature
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Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 12, 2020	**JB192185**	**November 30, 2021**

THE **PEST CONTROL COMPANY FIRM** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **November 30, 2021**

AT

1733 BENBOW CT
APOPKA, FL 32703

Lawn and Ornamental

HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

HELPING HAND LAWN CARE
1733 BENBOW CT
PEST CONTROL COMPANY FIRM

JB192185

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

nicole fried Signature
COMMISSIONER

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Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 12, 2020	**JE215435**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **November 30, 2021**

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

CHRISTOPHER SCHUTTE
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

CHRISTOPHER SCHUTTE
HELPING HAND LAWN CARE
ID CARD HOLDER

JE215435

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

nicole fried Signature
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Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 12, 2020	**JE268106**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

DANIEL VELASQUEZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

DANIEL VELASQUEZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE268106

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

Nicole Fried
COMMISSIONER

Signature
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TALLAHASSEE, FLORIDA 32399-1650

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

Date	File No.	Expires
December 12, 2020	**JE268097**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

DERRICK LEMAR HAWTHORNE
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

DERRICK LEMAR HAWTHORNE
HELPING HAND LAWN CARE
ID CARD HOLDER

JE268097

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

Nicole Fried
COMMISSIONER

Signature
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Date	File No.	Expires
December 12, 2020	**JE164130**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

ELDER RIPPER IV
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

ELDER RIPPER IV
HELPING HAND LAWN CARE
ID CARD HOLDER

JE164130

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

nicole fried Signature
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Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 12, 2020	**JE268104**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021

AT

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

EVELIO LOPEZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

EVELIO LOPEZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE268104

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

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Department of Agriculture and Consumer Services
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Date	File No.	Expires
December 12, 2020	**JE268096**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021 **AT**

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

JAMAR JEFFERSON
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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

JAMAR JEFFERSON
HELPING HAND LAWN CARE
ID CARD HOLDER

JE268096

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

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Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 12, 2020	**JE274654**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021 **AT**

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

JOEL JOSE' VAZQUEZ
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

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Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

JOEL JOSE' VAZQUEZ
HELPING HAND LAWN CARE
ID CARD HOLDER

JE274654

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

nicole fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

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3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
December 12, 2020	**JE291305**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021 **AT**

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

JOSE HILERO
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

Cut here

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

JOSE HILERO
HELPING HAND LAWN CARE
ID CARD HOLDER

JE291305

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

nicole fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

Wallet Card
Wallet Card - Fold Here

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

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

Date	File No.	Expires
December 12, 2020	**JE239546**	**November 30, 2021**

THE **ID CARD HOLDER** NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
November 30, 2021 **AT**

HELPING HAND LAWN CARE
APOPKA, FL 32703

Regular

MIGUEL ANGEL CAMACHO
HELPING HAND LAWN CARE
PO BOX 1704
SORRENTO, FL 32776

nicole fried
NICOLE "NIKKI" FRIED, COMMISSIONER

Cut here

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

MIGUEL ANGEL CAMACHO
HELPING HAND LAWN CARE
ID CARD HOLDER

JE239546

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2021**

nicole fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

Wallet Card
Wallet Card - Fold Here

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

ISA International Society of Arboriculture

Sign in

The International Society of Arboriculture

Hereby Announces That

Elder Ripper

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

31 August 2017	31 December 2023	FL-9302A
Issue Date	Expiration Date	Certification Number

ANAB
ACCREDITED
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

This website uses cookies to ensure you get the best experience on our website. **Learn more**

Got it!

HELPING HAND LAWN CARE, INC.

Helping Hand Lawn Care
PO Box 1704
Sorrento, Fl 32776
(407) 221-0593

Attachment D.

4.

E. Helping Hand Lawn Care currently has 17 employees working from Airport location and 51 employees working from our main location in Apopka Florida.

F. Yes, we will be hiring additional staff if awarded this contract. We would mix in long term employees with new hires to meet the staffing levels of this contract.

HELPING HAND LAWN CARE

Helping Hand Lawn Care
PO Box 1704
Sorrento, Fl 32776
(407) 221-0593

Attachment D.

5. Schedule

Irrigation – We will need two irrigation techs working Monday through Friday from 7:00 AM to 4:00 PM. They will have the contract required tools and equipment, one irrigation truck, and one John Deere Gator to work out of at all times.

Fertilization & Pest Control – We will have a tech onsite once a month for pest control. He will be there for about 8 hours a month unless there is a significant issue which would require more time. They would also work another 40 hours (each time) doing fertilization 3 times a year. The tech will have one spray truck, a push spreader, a ride on spreader, palm drenching equipment, a blower and a hand spreader.

Mowing and Edging and Trimming – It will take 5 days to complete one full mowing cycle. We will utilize 5 zero turn mowers with operators and 6 crew members to handle weed eating, edging and blowing. This will be 440 hours per mowing cycle. We will also utilize our new edging tractor to safely edge Jeff Fuqua Blvd. around all the terminals. It is equipped with safety lights and allows us to edge and blow off safely with all that traffic. It will take the operator all day to edge those areas. This will be 8-man hours a cycle. This group will need two NPR trucks, 5 zero turn mowers, 6 weed eaters, 6 edgers, 6 blowers, and a John Deere edging tractor with blower attachment.

Weeding – We will utilize a crew of 3 people to continually pull weeds and spray weeds. It will take all month to get through the three cycles allotted. So, with an average of 4 weeks per cycle it will require 480-man hours to get through 3 cycles. This group will be working from John Deere Gator with a spray rig attached to treat weeds along with manually pulling them.

Pruning Shrubs and Ground covers – We will need a two-man crew to handle the trimming. It will take approximately three weeks to work through all shrub and ground cover trimming in one cycle. They will work a total of 240 man-hours on this pruning cycle. They will be equipped with 4 hedge trimmers, a pole saw, and a NPR Dump truck to put all the debris.

Pruning Palms – Palm pruning (if allowed to prune 2x a year should take about 4 weeks to complete). It will take a crew of 4 people. So, it will be 640-man hours. We will use one 86ft tall boom lift, 3 electric chain saws, 3 electric pole saws, 3 blowers, and a NPR Dump truck

Pruning Trees – Tree pruning will take 3 people 2 weeks to complete. It will require 240-man hours once a year. This crew will need three electric pole saws, 2 electric chain saws, 3 blowers and an NPR Dump truck to complete.

Mulching – Mulching would take close to 5 weeks to accomplish if we are allowed to mulch twice a year. It will require a 5-man crew. This would be a total of 1,000-man hours. We would have them working out of 2 NPR trucks, with 4 blowers. We use all bagged mulch so we don't need any other equipment.

Trash and Debris Removal – This will take a two-man crew full time everyday all year. Because of how dangerous the traffic is we would have them work together out of one F150 pick up truck. The would be 4,176-man hours a year. Based on 261 days of trash removal.

Example Week Schedule

Monday

Mowing, edging, trimming Map 2
Edging Tractor Map 2
Trash crew Map1/Map 2
Weed Crew Map 1
Irrigation Crew – Wet Check Map 1

Tuesday

Mowing, edging, trimming Map 2
Trash crew Map1/Map 2
Weed Crew Map 1
Irrigation Crew - Wet Check Map 2

Wednesday

Mowing, edging, trimming Map 2
Tractor Mowing Fields Map 1
Trash crew Map1/Map 2
Weed Crew Map 1
Irrigation Crew - Wet Check Map 2
Pruning crew begins cycle on Map 1

Thursday

Mowing, edging, trimming Map 1
Edging Tractor Map 1
Tractor Mowing Fields Map 1
Trash crew Map1/Map 2
Weed Crew Map 2
Irrigation Crew - Repairs
Pruning crew begins cycle on Map 1

Friday

Mowing, edging, trimming Map 1
Trash crew Map1/Map 2
Weed Crew Map 2
Irrigation Crew - Repairs
Pruning crew begins cycle on Map 1

Helping Hand Lawn Care
Equipment List

Vehicles

Make	Model	Year
Isuzu	NPR	2017
Isuzu	NPR	2017
Isuzu	NPR	2018
Isuzu	NPR	2018
Isuzu	NPR	2018
Isuzu	NPR	2018
Isuzu	NPR	2018
Isuzu	NPR	2019
Isuzu	NPR (Dump)	2019
Isuzu	NPR	2020
Isuzu	NPR	2020
Isuzu	NPR	2020
Isuzu	NPR	2020
Isuzu	NPR	2020
Isuzu	NPR	2020
Isuzu	NPR	2020
Ford	F250	2019
Ford	F250	2019
Ford	F250	2020
Ford	F250	2020
Ford	F350 Repair truck Mobile	2021
Ford	F250 Irrigation	2019
Ford	F250 Irrigation	2020
Ford	F250 Irrigation	2020
Ford	F250 Irrigation	2020
Ford	F150 Trash	2020
Ford	F150 Trash	2020

Mowers

Make	Model	Year
John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
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John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
John Deere	930	2020
John Deere	930	2021
John Deere	930	2021
John Deere	930	2021
John Deere	930	2021
John Deere	Reel Mower	2018
John Deere	Gator	2020
John Deere	Gator	2020
Jacobsen	Cart	2017
Jacobsen	14 Batwing foot mower	2018
John Deere	Tractor w 16 ft batwing	2021
John Deere	Tractor Edging/Blowing	2021

Trailer

Make	Model	Year
David's Trailers	12x6	2020
All Pro	12X6	2019
David's Trailers	16x7	2019
David's Trailers	16X7	2020
Dump Trailer	16X7	2018

Edgers/Trimmers/Blowers/Hedgers

Make	Model	Year
STIHL	Pole Saw	2020
STIHL	Pole Saw	2020
STIHL	Pole Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020

STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020

STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
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STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
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STIHL	Blower	2020

STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
Fert/Pest		
Lesco	Ride on Spreader	2021
Lesco	Push Spreader	2020
Lesco	Push Spreader	2020
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
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Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Spray rig	100 gallon spray rig	2020
Spray rig	150 gallon spray rig	2020

HELPING HAND LAWN CARE

Helping Hand Lawn Care
PO Box 1704
Sorrento, Fl 32776
(407) 221-0593

6. Tools & Equipment

B. We will use some equipment that we already own. See the yellow highlighted equipment on our "Needed for contract" page. This shows what we already own that we will be using. The rest of the needed equipment we will purchase and/or lease it. Please see the attached letters from our vendors showing that we are more than capable of getting any equipment needed to fulfill this contract.

Helping Hand Lawn Care
Equipment List

Vehicles

Make	Model	Year
Isuzu	NPR Fert/Pest	2013
Isuzu	NPR (Dump)	2021
Isuzu	NPR	2021
Isuzu	NPR	2021
Isuzu	NPR	2021
Ford	F350 Repair truck Mobile	2021
Ford	F250 Irrigation	2020
Ford	F150 Trash	2021

Mowers

Make	Model	Year
John Deere	930	2021
John Deere	930	2021
John Deere	930	2021
John Deere	930	2021
John Deere	930	2021
John Deere	930	2021
John Deere	930	2021
John Deere	930	2021
John Deere	Gator With Sprayer	2020
John Deere	Gator	2020
John Deere	Tractor w 16 ft batwing	2021
John Deere	Tractor Edging/Blowing	2021

Edgers/Trimmers/Blowers/Hedgers

Make	Model	Year
STIHL	Pole Saw	2020
STIHL	Pole Saw	2020
STIHL	Pole Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	Chain Saw	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	String Trimmer	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020

STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Edger	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Hedge Trimmer	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020
STIHL	Blower	2020

Fert/Pest

Lesco	Ride on Spreader	2021
Lesco	Push Spreader	2020
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Lesco	Back Pack Sprayer	2021
Spray rig	100 gallon spray rig	2020
Spray rig	150 gallon spray rig	2020

GTLeasing
Commercial and Professional Leasing Since 1955

Philips Highway at St. Augustine Road
P.O. Box 10196
Jacksonville, Florida 32247-0196
904 • 398 • 5000
Fax • 904 • 398 • 5058
www.gtleasing.com

June 22, 2021

To Whom It May Concern:

REF: Helping Hand Lawn Care Fleet # 300552

The customer account reference above has been a valued customer of GT Leasing Inc. since 2014. The account has an impeccable pay history, and we will continue to extend the credit necessary to supply the vehicle leases for them to maintain their company needs. If you have any further inquiries, please contact our office.

Thank you,

Michelle Conty

Controller
904-398-5000 Ext 217
GT Leasing Inc.

Helping Hand Lawn Care
PO Box 1704
Sorrento, Fl 32776
(407) 221-0593

Attachment D.

7. Local Service Center

Name:
Airport Location

Address:
6100 Canal Rd
Lot 19/20
Orlando Fl 32827

Contact:
Norman Ripper
407-221-0593
hhlawncare@hotmail.com

Main Office Location:
1733 Benbow Ct
Suite 4&6
Apopka Fl 32712

Ref #1. Customer/Client:	GOAA
Date of Services:	Sept 2017 to Present
Description of Services:	APM Landscape Maintenance
Street Address:	1 Jeff Fuqua Blvd
City, State, ZIP Code:	Orlando FL 32827
Telephone #	407. 825- 6425
Contact Person:	Janice Hughes
Email:	janice.hughes@goaa.org

Ref # 2. Customer/Client:	City of Tavares
Date of Services:	2013 to Present
Description of Services:	Landscape Maintenance 7 contracts full service. Roadways, cemeteries, water Plants, high detail work.
Street Address:	201 E. Main Street
City, State, ZIP Code:	Tavares FL 32778
Telephone #	352 - 516 - 8746
Contact Person:	Traci Anderson
Email:	TAnderson@Tavares.org

Ref #3. Customer/Client:	Orange County Water
Date of Services:	2012 to Present
Description of Services:	Full Service Landscape Maintenance on Orange County Water Plants.
Street Address:	9100 Curry Ford Rd
City, State, ZIP Code:	Orlando FL 32825
Telephone #	407- 254- 9508
Contact Person:	Steve Bennett
Email:	Charles.Bennett@ocfl.Net

Helping Hand Lawn Care
Company

Signature

Elder Ripper
Print Name

President
Title

Ref #1. Customer/Client:	I-Drive Improvement District
Date of Services:	2016 to Present
Description of Services:	Full Service landscape Maintenance of all I-Drive turf and plant beds.
Street Address:	7081 Grand National Drive
City, State, ZIP Code:	Orlando Fl 32819
Telephone #	407-248-9590 x 306
Contact Person:	Luann Brooks
Email:	Lbrooks@idrived.strict.com

Ref # 2. Customer/Client:	City of Longwood
Date of Services:	2012 to Present
Description of Services:	Full Service landscape Maintenance of every city park, pond, building and road.
Street Address:	175 W. Warren Ave
City, State, ZIP Code:	Longwood Fl 32750
Telephone #	407-280-0207
Contact Person:	Bill Black
Email:	Wblack@longwoodfl.org

Ref #3. Customer/Client:	Alamonte Springs
Date of Services:	2013 to present
Description of Services:	Landscape Maintenance Roadways & Ponds
Street Address:	950 Calabria Drive
City, State, ZIP Code:	Alamonte Springs Fl 32714
Telephone #	407-571-8883
Contact Person:	Andrew Capuano
Email:	AJCapuano@alamonte.org

Helping Hand Lawn Care
Company

Signature

Elder Ripper
Print Name

President
Title

Ref #1. Customer/Client:	Winter Garden
Date of Services:	2019 to Present
Description of Services:	Landscape Maintenance SR 50
Street Address:	300 W Plant St.
City, State, ZIP Code:	Winter Garden FL 34787
Telephone #	407-877-5418
Contact Person:	Laura Cour
Email:	lcour@cwgdn.com

Ref # 2. Customer/Client:	Orange County Parks
Date of Services:	2009 to Present
Description of Services:	Landscape Maintenance of Parks in Orange County
Street Address:	4801 W Colonial Drive
City, State, ZIP Code:	Orlando FL 32808
Telephone #	407-902-8506
Contact Person:	Mike Saldutti
Email:	Michael.Saldutti@ocfl.net

Ref #3. Customer/Client:	City of Eustis
Date of Services:	2020 to Present
Description of Services:	Landscape Maintenance of city parks, ponds, ROWs, buildings + Medians.
Street Address:	10 N. Grove Street
City, State, ZIP Code:	Eustis FL 32726
Telephone #	352-551-4323
Contact Person:	Brent Matthews
Email:	MatthewsB@ci.eustis.fl.us

Helping Hand Lawn Care
Company

Signature

Elder Ripper
Print Name

President
Title

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: Elder Ripper

Firm Name: Helping Hand Lawn Care

Signature of Authorized Representative: [signature]

Name and Title (Print or Type): Elder Ripper President

Date: 6.22.21

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: Helping Hand Lawn Care

By: _____
(Authorized Signature)

Title: President

Date: 6-22-21

ORLANDO INTERNATIONAL AIRPORT | MCO

Orlando International Airport
5850 B Cargo Road
Orlando, Florida 32827-4399
Phone: (407) 825-7133
Fax: (407) 825-3004

June 25, 2021

Ms. J. Maureen Henderson
Ground Effects Landscape Maintenance, Inc.
P. O. Box 620713
Orlando, FL 32862

Minority/Women Business Enterprise (M/WBE) Certification
Expiration Date: June 25, 2024

Dear Ms. Henderson:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) is pleased to announce that your firm, **Ground Effects Landscape Maintenance, Inc.** has been certified as a **Minority/Women Business Enterprise (MWBE)** under the Authority's Minority/Women Business Enterprise Policy.

M/WBE certification is not equivalent and should not be construed as certification under the Authority's Disadvantaged Business Enterprise (DBE) or Airport Concessions Disadvantaged Business Enterprise (ACDBE) Policies promulgated pursuant to the Department of Transportation's regulations, or the Authority's Local Developing Business (LDB), Small Business Enterprise (SBE) or Veteran Business Enterprise (VBE) Policies.

M/WBE certification is NOT a guarantee work, but enables the firm to compete for, and perform, contract work on all Authority projects as an **M/WBE** contractor, sub-contractor, consultant, sub-consultant or material supplier.

Your company's **M/WBE** certification with the Authority will be effective through **June 25, 2024.** For re-certification at the end of this period you must reapply for M/WBE certification. Your **renewal application** should be submitted ninety (90) days prior to expiration of your current certification. You may complete your renewal application online at https://goaa.diversitycompliance.com. **Failure to submit your renewal application ninety (90) days in advance of your expiration may result in a lapse in your certification.**

If there is a material change in the firm, including, but not limited to: ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of the firm prior to your renewal date you must promptly notify this office in writing. Notification should include supporting documentation.

Congratulations on your **M/WBE** certifications. Please contact our office at 407-825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,

George I. Morning
Director, Small Business Development Department

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

Bidder: Name Helping Hand Lawn Care
Address PO Box 1704
City Sorrento State FL Zip 32776

MWBE Firm: Name Ground Effects Landscape Maintenance
Address PO Box 620713
City Orlando State FL Zip 32862

MWBE Contact: Name: Maureen Henderson Phone (407) 375-6367
Email: outmowinggrass@aol.com

MWBE Certification Agency: GOAA Expiration Date 6/25/24
Each MWBE Firm shall submit evidence (such as photocopy) of their certification status

	Scope of Work	Quantity	Rates	Total
years 1,2,3	Annuals	1	$170,000.00	$170,000.00
	Mulch	7000	23.00	$161,000.00
	Pine Straw	2400	5.00	$12,000.00
year 1+2	Trash + Debris Removal	261	300.00	$78,300.00
year 3	Trash + Debris Removal	261	500.00	$130,500.00

Year 1: $ 421,300.00

Year 2: $ 421,300.00

Year 3: $ 473,300.00

Total Term Value: $ 1,316,100.00 Percent of Total Bid: 32 %

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: _____ President 6/24/21
(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 6-24-21
(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.

ORLANDO INTERNATIONAL AIRPORT | MCO

Orlando International Airport
5850 B Cargo Road
Orlando, Florida 32827-4399
Phone: (407) 825-7133
Fax: (407) 825-3004

June 25, 2021

Ms. J. Maureen Henderson
Ground Effects Landscape Maintenance, Inc.
P. O. Box 620713
Orlando, FL 32862

Local Developing Business (LDB) Certification
Expiration Date: June 25, 2024

Dear Ms. Henderson:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) is pleased to announce that your firm, **Ground Effects Landscape Maintenance, Inc.** has been certified as a **Local Developing Business (LDB)** under the Authority's Local Developing Business Policy.

LDB certification is not equivalent and should not be construed as certification under the Authority's Disadvantaged Business Enterprise (DBE) or Airport Concessions Disadvantaged Business Enterprise (ACDBE) Policies promulgated pursuant to the Department of Transportation's regulations, or the Authority's Minority/Women Business Enterprise (M/WBE), Small Business Enterprise (SBE) or Veteran Business Enterprise (VBE) Policies.

LDB certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all Authority projects as an **LDB** contractor, sub-contractor, consultant, sub-consultant or material supplier.

Your company's **LDB** certification with the Authority will be effective through **June 25, 2024.** For re-certification at the end of this period you must reapply for **LDB** certification. Your **renewal application** should be submitted ninety (90) days prior to expiration of your current certification. You may complete your renewal application online at https://goaa.diversitycompliance.com. **Failure to submit your renewal application ninety (90) days in advance of your expiration may result in a lapse in your certification.**

If there is a material change in the firm, including, but not limited to: ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals, physical location of the firm, or the owner's PNW exceeds $750,000 prior to your renewal date you must promptly notify this office in writing. Notification should include supporting documentation.

Congratulations on your **LDB** certification. Please contact our office at 407-825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,

George I. Morning
Director, Small Business Development Department

LETTER OF INTENT/AFFIRMATION

Local Developing Business (LDB) / Veteran Business Enterprise (VBE)

(This page shall be submitted for each LDB/VBE Firm)

Bidder: Name Helping Hand Lawn Care

Address PO Box 1704

City Sorrento State FL Zip 32776

LDB/VBE Firm: Name Ground Effects Landscape Maintenance

Address Po Box 620713

City Orlando State FL Zip 32862

LDB/VBE Contact: Name: Maureen Henderson Phone (407) 375-6367

Email: outmowinggrass@aol.com

LDB/VBE Certification Agency: GOAA Expiration Date 6/25/24

	Scope of Work	Quantity	Rates	Total
year 1+2	Mowing Map 2	42	1,400.00	58,800.00
	Edging & Trimming Map 2	36	80.00	2,880.00
year 3	Mowing Map 2	42	1,820.00	76,440.00
	Edging & Trimming Map 2	36	140.00	5,040.00

Year 1: $ 61,680.00

Year 2: $ 61,680.00

Year 3: $ 81,480.00

Total Term Value: $ 204,840.00 Percent of Total Bid: 5 %

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: [signature] President 6/24/21

(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: [signature] President 6-24-21

(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.

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.

Helping Hand Lawn Care

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.

PO Box 1704

Requester's name and address (optional)

6 City, state, and ZIP code

Sorrento, Fl 32776

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

4	6	–	3	8	2	3	7	5	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** ▶ 6-23-21

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.*

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2021

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	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURED 177-318-3 HELPING HAND LAWN CARE LLC PO BOX 1704 SORRENTO, FL 32776-1704	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 41** **REVISION NUMBER: 0**

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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	6100173	07/11/2021	07/11/2022	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 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	N	6100173	07/11/2021	07/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6100174	07/11/2021	07/11/2022	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	6100175	07/11/2021	07/11/2022	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

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER

177-318-3 41 0
GOAA
1 JEFF FUQUA BLVD
ORLANDO, FL 32827-4392

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

Michael G Kerr

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AGENCY CUSTOMER ID: 177-318-3
LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY	HELPING HAND LAWN CARE LLC PO BOX 1704 SORRENTO, FL 32776-1704
POLICY NUMBER SEE CERTIFICATE # 41.0	
CARRIER: SEE CERTIFICATE # 41.0 / NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 41.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT #B10-20
RE: ROADWAY LANDSCAPE MAINTENANCE; 1 JEFF FUQUA BLVD, ORLANDO, FL.
GREATER ORLANDO AVIATION AUTHORITY AND THE CITY OF ORLANDO 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 ARE NAMED AS ADDITIONAL INSURED WITH THE RESPECT TO COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS - BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
(1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
(2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.

In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.

C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.

D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard", except when the payments result from the sole negligence of that person or organization. We waive this right only when you are required to do so by written contract or agreement with that person or organization, executed by you prior to the occurrence of any loss.

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PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHLY.com

June 17, 2021

Helping Hand Lawn Care, LLC
1733 Benbow Ct., Suite 4
Apopka, FL 32703

RE: Helping Hand Lawn Care, LLC

To Whom It May Concern:

Helping Hand Lawn Care, LLC is currently bonded by Philadelphia Indemnity Insurance Company and is an account in good standing. Philadelphia Indemnity Insurance Company is rated by A.M. Best as an "A++" (Superior) and "XIV" financial size. Philadelphia Indemnity Insurance Company has a Certificate of Authority from the Department of Treasury with an underwriting limitation of $230,135,000.

A bonded work program of $500,000 single limit and $1,000,000 aggregate has been supported by Philadelphia Indemnity Insurance Company. As is customary, final approval of any bond is predicated upon the most current financial job information available to the underwriter at the time, and is subject to the following.

Specific requests for surety bonds will be given our due consideration based on our underwriting evaluation at the time of the request. This evaluation includes receipt and review of contract terms and conditions and bond format that are acceptable to Philadelphia Indemnity Insurance Company, adequate financing as well as other underwriting conditions, which may exist at the time of the request. Any request for bonds is a matter between Helping Hand Lawn Care, LLC and ourselves and we assume no liability to any party if for any reason we do not execute said bonds which may arise solely from this letter of recommendation.

Philadelphia Indemnity Insurance Company

By: _____
David F. Druml, Attorney-In-Fact

Rev 7/17/19

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

Secretary

(Corporate Seal)

Attachment K – 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 No 05-22. Landside Terminal Landscape Maintenance and Irrigation Services for Orlando International Airport, opening at 11:00 a.m. on Tuesday, June 29, 2021,** 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:

N/A

_____
Company Name

By:_____

Its:_____
Name & Title, Typed or Printed

ADDENDUM NO. 2
TO
PURCHASING BID 05-22

LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

June 22, 2021

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: Question: On the price sheet it asks for a cubic yard price for pine straw. Pine straw is not like normal mulch it is sold in bales. Can the unit of measure be changed a per bale price?

Answer: The unit of measure shall remain cubic yard.

ITEM 2: Question: There are two map 1s on addendum 1. They do not match each other exactly so I wanted clarification. I highlighted one area brown, one red, one area green and one area blue. Can you tell me if these areas are included in this contract?

Answer: Brown Area: is **not** included in this contract. Red Area: **Is** included in this contract. Green Area: See the updated Map 1 which shows everything inside the walls is not included as this is an electric plant; **everything outside the walls is included** in this contract. Blue Area: **is** included in this contract

ITEM 3: Question: Can you please send over basic requirements for fulfilling MWBE & LDBE for GOAA Landside Landscape Maintenance IFB Solicitation No: 05-22 from GOAA Purchasing? Please provide list if current approved vendors with GOAA for Landscape Services.

Answer: Please see section 2.9 and 2.10 which provides detail information about the small business program requirements. All bidders must meet the established MWBE and LDB/VBE participation goals of 30% and 5% respectively. Bidders can satisfy the MWBE or LDB/VBE requirement with firms currently certified by either one of the following agencies:

MWBE

- GOAA Business Diversity Management System - https://goaa.diversitycompliance.com/?TN=goaa
- Orange County - http://apps.ocfl.net/orangebids/minorityvendorlisting/default.asp [apps.ocfl.net]

- City of Orlando - https://cityoforlando.mwdbe.com/ [cityoforlando.mwdbe.com]
- FDOT - https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspxn
- Office of Supplier Diversity (OSD) - https://osd.dms.myflorida.com/directories [osd.dms.myflorida.com]

LDB or VBE (Veteran Business Enterprise)

- GOAA Business Diversity Management System - https://goaa.diversitycompliance.com/?TN=goaa [goaa.diversitycompliance.com]

Directory of certified VBE

- US Dept. of Veterans Affairs, Center of Verification and Evaluation - https://www.vip.vetbiz.va.gov/ [vip.vetbiz.va.gov]
- Office of Supplier Diversity (OSD) - https://osd.dms.myflorida.com/directories [osd.dms.myflorida.com]

ITEM 4: Replace Attachment B, the Bid Price Form Schedule (Excel Worksheet), with corrected Attachment B, the Bid Price Form Schedule. Updated Line 8, Irrigation and Maintenance - Removed Monthly Maintenance Log.

ITEM 5: Replace Map 1 with corrected Map 1.

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

Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent
Janice.Hughes@goaa.org

June 22, 2021
Date

Map 1

REVISED PER ADDENDUM 2

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB No. 05-22

Landside Terminal Landscape Maintenance and Irrigation Services

DATE OF ISSUE: May 30, 2021

NON-MANDATORY
PRE-BID CONFERENCE: Tuesday, June 8, 2021, 10:00 a.m., EST

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

GoToMeeting: **https://global.gotomeeting.com/join/577139005**

United States (Toll Free): ***1 866 899 4679*** Access Code: **577139005**

DEADLINE FOR QUESTIONS: Tuesday, June 15, 2021, 5:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Janice K Hughes, CPPB
Title: Senior Purchasing Agent
Email: Janice.Hughes@goaa.org
Phone: (407)-825-6425
Greater Orlando Aviation Authority
Orlando International Airport
Purchasing Department
8652 Casa Verde Road, Building 811
Orlando, Florida 32827-4338

IFB DUE DATE: **Tuesday, June 29, 2021**

IFB DUE TIME: **11:00 a.m., EST**

ADDENDUM NO. 1
TO
PURCHASING BID 05-22

LANDSIDE TERMINAL LANDSCAPE MAINTENANCE AND IRRIGATION SERVICES
ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

June 8, 2021

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: Question: 3.16 Pruning a. Shrubs and Groundcover Contractor shall prune, thin, and trim all shrubs and groundcover at least once every other month or as directed by the AAR to keep plant material healthy, to maintain the natural character of the species, to control shape and to prevent overcrowding. ***The price schedule only allows for 6 trimmings a year. How are we compensated for extra trimming directed by AAR?***

Answer: The frequencies/quantities provided are estimated for the purpose of this Invitation for Bid. In the event another cycle is needed it would be paid using the same price for the cycle.

ITEM 2: Question: 3.14 Edging and Trimming c. In addition to edged surfaces, all other structures such as fire hydrants, sign bases, light pole bases, columns, tree braces, fences, guardrails, drainage structures, etc., shall be trimmed each mowing cycle. ***The pricing schedule shows 42 mowing visits but only 36 edging and trimming visits how do we follow these specs and do it at time of mowing?***

Answer: The frequencies/quantities provided are estimated for the purpose of this Invitation for Bid.

ITEM 3: Question: Under what circumstances will the contractor be required to perform supplemental watering? For how long? What price point is this expense coming from on pricing sheet?

Answer: When new plant material is installed. And In the event a covered repair will take a long period of time that will affect landscaping, supplemental watering will be required. It should be included as part of the monthly irrigation maintenance pricing. If the repair is reimbursable we would reimburse the Contractor for the supplemental watering.

ITEM 4: Question: If an outside force breaks irrigation system parts during this contract, will they be covered under irrigation costs or will the Vendor be compensated for the repairs in these situations? If they will be compensated what is the process for approval and payment? An example would be a semi-truck driving over valves and breaking them.

Answer: Any repairs needed as a result of vandalism, construction, storm damage, vehicle accident/damage that can be validated by the AAR will be reimbursable at the hourly rate.

ITEM 5: Question: In this contract it gives the new contractor a chance to report all irrigation issues within the first 45 days. Can similar language be added concerning dead plant material/diseased plant material/old thin plant material that needs to be replaced?

Answer: See Section 3.3 Contractor's Performance Requirements, subparagraph e, Page 29.

ITEM 6: Question: Can you attach a map showing what areas use pine straw? I did not see any when driving around.

Answer: Pine Straw is located in the pine tree beds in the outer buildings off Cargo Road.

ITEM 7: Question: Does tree removal also cover fallen trees?

Answer: Yes, fallen trees are included in tree removal.

ITEM 8: Question: Under Irrigation parts estimated annual sum - what exactly does that cover? Are we going to be able to bill the authority of the cost of parts?

Answer: The estimated annual sum for Irrigation parts is for possible repairs authorized by the AAR based on the Contractor's inventory assessment as described Section 3.12 Irrigations, Page 35. Beginning on day 46 of the Contract, Contractor shall be responsible for all irrigation parts and irrigation maintenance of all main lines 8" diameter and below that were not identified during the inventory assessment.

ITEM 9: Question: Does this require a bid bond?

Answer: No bid bond is required with this bid submittal.

ITEM 10: Question: On Page it says the 5% is set aside for LDB/VBE but it doesn't mention Veteran business's later in the bid documents. Can the 5% be covered by certified VBE or no?

Answer: Yes, the 5% can be covered by the certified by VBE.

ITEM 11: The Small Business Development Office will accept Disadvantaged Business Enterprises (DBE) certified by the Florida Unified Certification Program, for the purposes of meeting the MWBE participation, per the Greater Orlando Aviation Authority's MWBE Policy §1200.02 Minority and Women Business Enterprise Program. A directory for DBE firms is located at DBE Directory (state.fl.us).

ITEM 12: Question: Did not locate any maps, please provide maps.

Answer: Updated Map 1 and 2 are attached.

ITEM 13: The Pre-Bid PowerPoint Presentation and Sign-in Roster is attached.

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

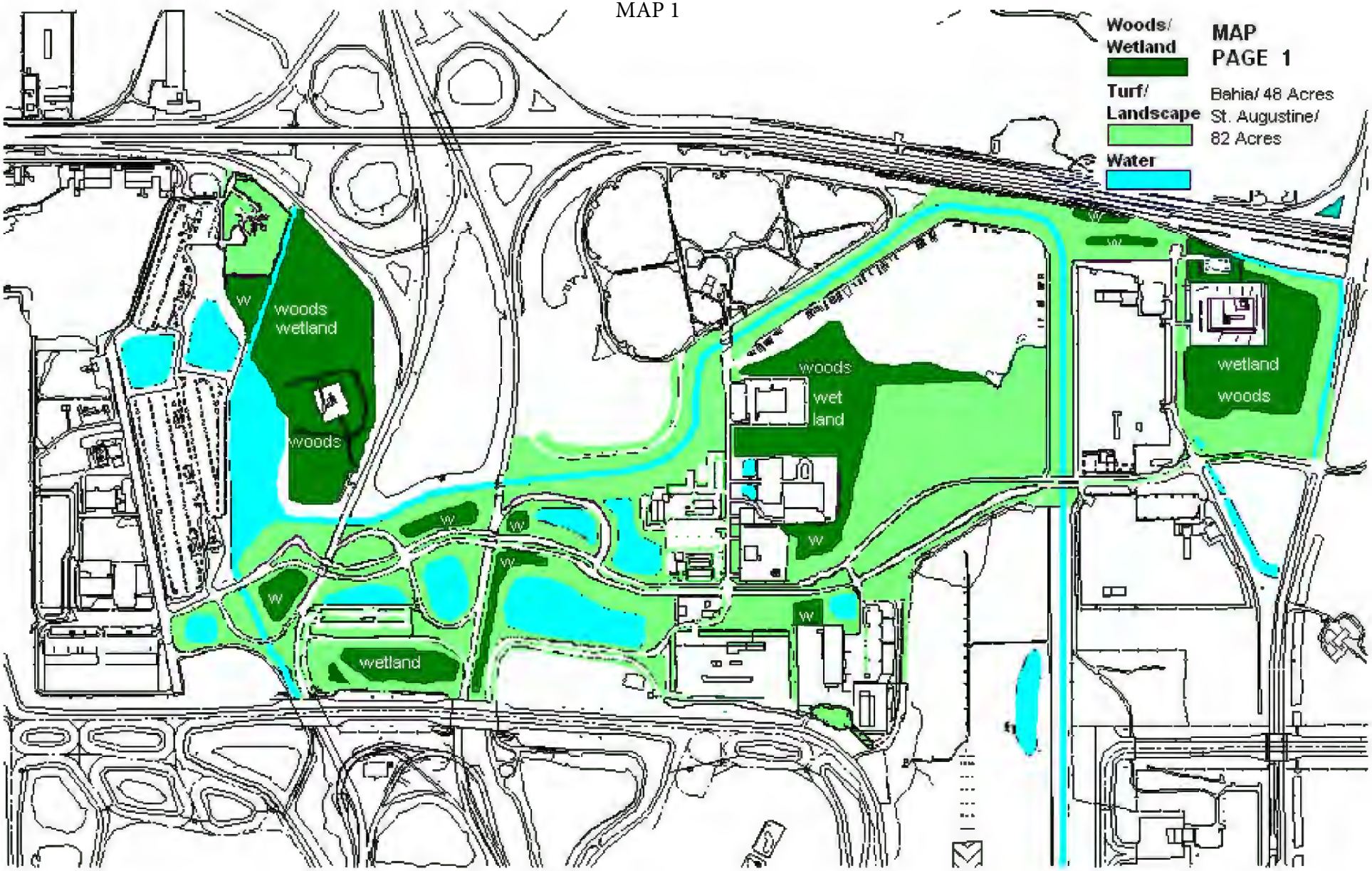
Janice K. Hughes

Janice K. Hughes, CPPB
Senior Purchasing Agent

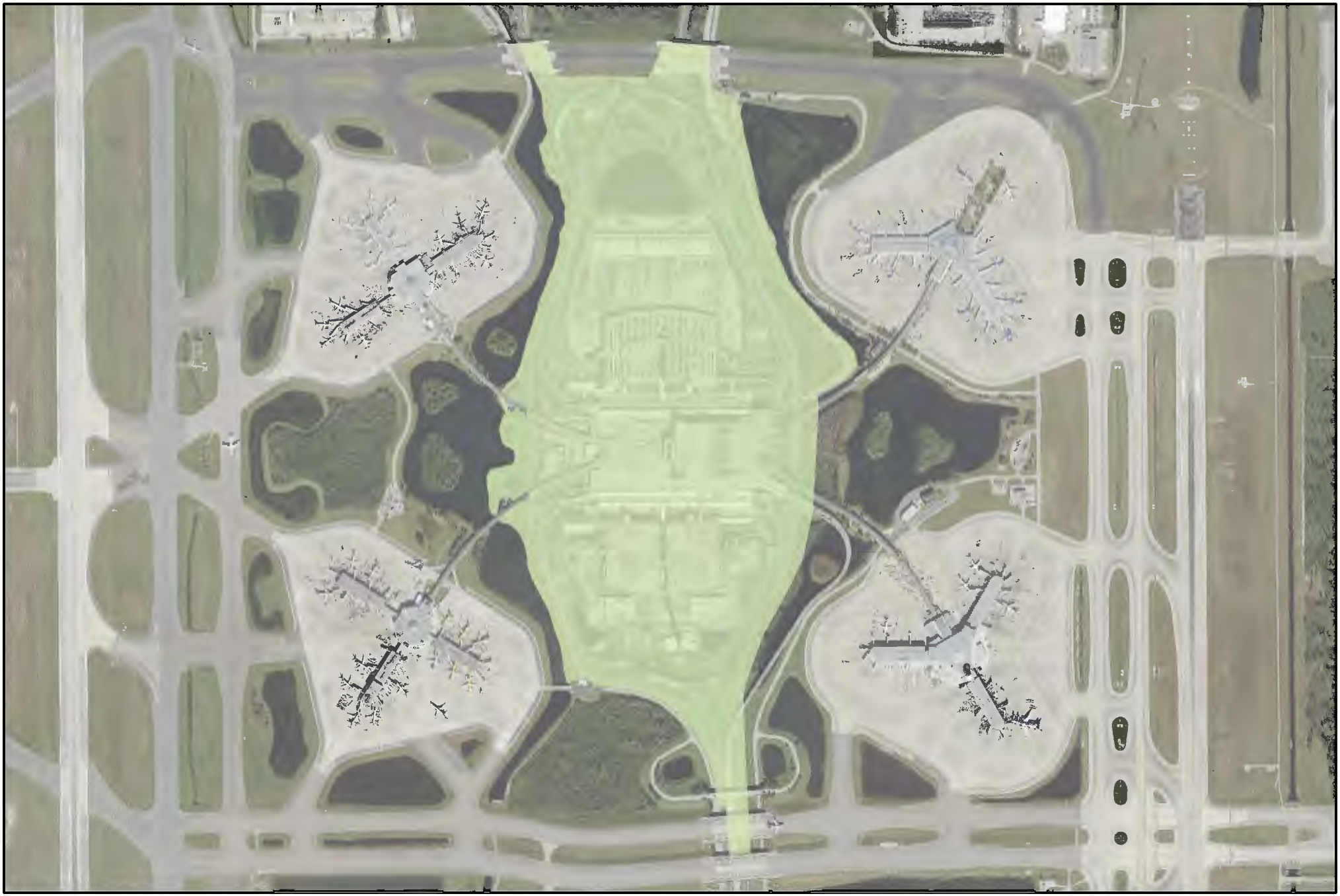
June 8, 2021
Date

Map 1

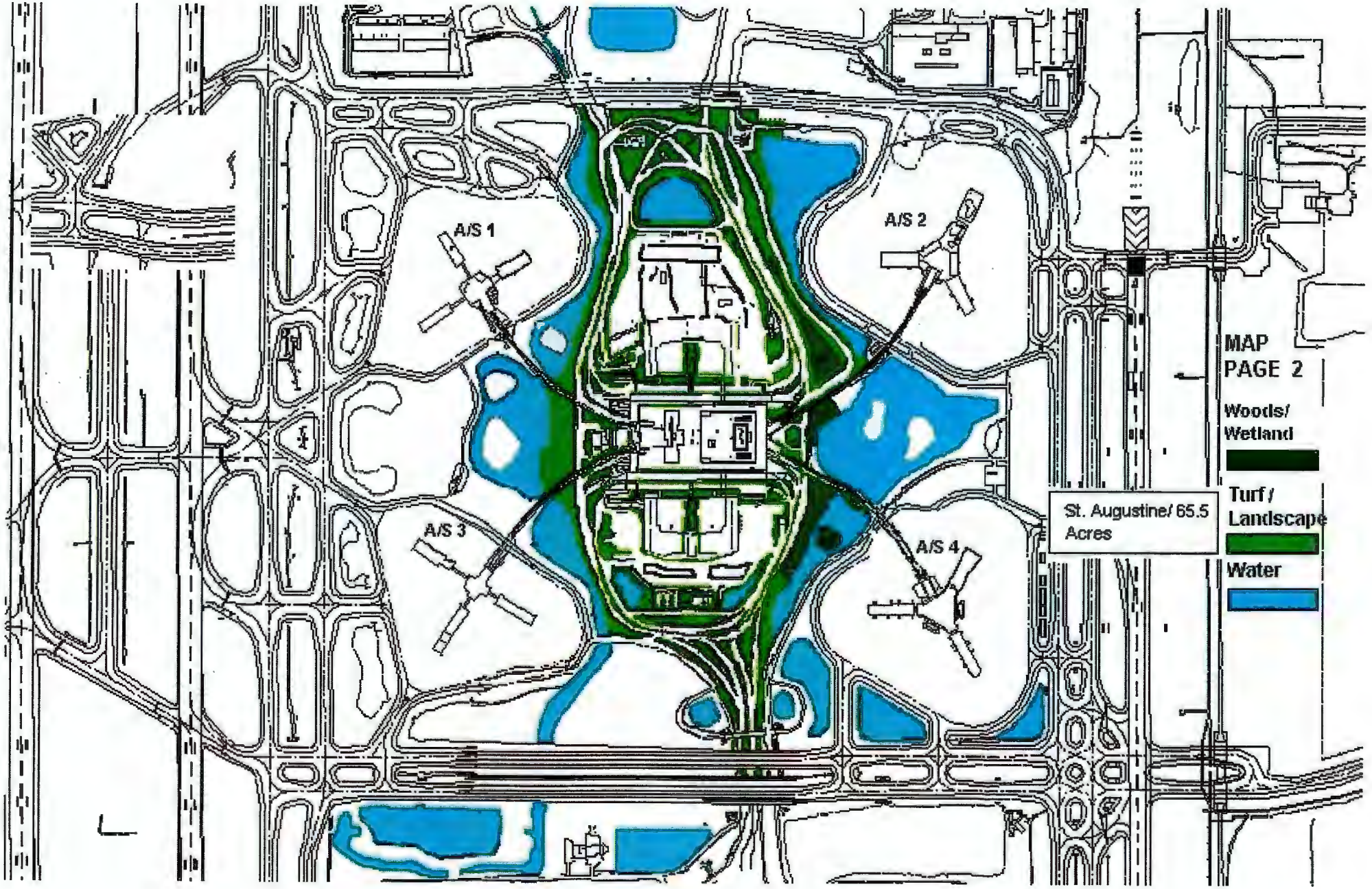
MAP 1


Woods/
Wetland
Turf/
Landscape
Water
MAP
PAGE 1
Bahia/ 48 Acres
St. Augustine/
82 Acres
woods
wetland
woods
wetland
woods
wet
land
wetland
woods
W

Map 2



MAP 2


A/S 1
A/S 2
A/S 3
A/S 4
MAP
PAGE 2
Woods/
Wetland
Turf /
Landscape
Water
St. Augustine/ 65.5
Acres

GREATER ORLANDO AVIATION AUTHORITY
PRE-BID GOTOMEETING
B05-22
https://global.gotomeeting.com/join/577139005

June 8, 2021
10:00 a.m.

DIAL IN FOR AUDIO (REQUIRED):

United States (Toll Free): 1 866 899 4679
Access Code: 577139005

MWBE/LDB*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO. E-MAIL ADDRESS
	Janice Hughes	GOAA – Purchasing	8652 Casa Verde Rd. Building 811 Orlando, Florida 32827	407 825 6425 Janice.Hughes@GOAA.org
	Orlando Santiago	GOAA - SBO		
	Daisily Pagan	GOAA - Maintenance		
	David Bradshaw CP	**OutworX Group** **Aero GROUNDTEK** CP	862 Maguire Road Ocoee, FL 34761 CP	407.877.7473 x7599 CP dbradshaw@outworxgroup.com
	Bruce Bachand BB	**Carol King Landscaping**	7032 Old Cheney Hwy Orlando, FL 32807	407.275.6200 bruce@carolkingscapes.com
	Norm Ripper	**Helping Hand Lawn Care**	P.O. Box 1704 Sorrento, Florida 32776	407.221.0593 hhlawncare@hotmail.com
✓	Jason Cross	P&L Lawn maintnace	300 N. Goldenrod Rd. Orlando, FL 32807	407-273-5123 PWLB76@aol.com

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

ORLANDO INTERNATIONAL AIRPORT
The Orlando Experience

Pre-Bid Conference for 05-22 Landside Terminal Landscape Maintenance and Irrigation Services

Orlando International Airport

1

Agenda

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

2

Introduction of GOAA Participants

Owner	**Greater Orlando Aviation Authority**
Daisily Pagan	**Authority Authorized Representative (AAR)**
Janice Hughes	**Senior Purchasing Agent**

3

- The IFB 05-22 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.

4

Important Dates

Written Inquiries

Email to: Janice.Hughes@goaa.org

Deadline for Submittal of Questions, Request for Clarifications or Request for Information

June 15, 2021, 5:00 p.m., EST

Opening Date

June 29, 2021, 11:00 a.m. EST

5

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 7, Bid Submittals.

6

Minimum Requirements

(Refer to Section 2.2, Page 10)

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 Landscape Maintenance Services in an area of at least 25 acres providing:

Mowing; edging and trimming;
weeding; pruning;
disease and insect control; palm weevil treatments;
fertilization;
provide/install annuals;
trash and debris removal;
provide/placement of mulch/pine straw; and
Irrigation maintenance.

7

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.

8

PERFORMANCE BOND REQUIREMENTS

(Refer to Section 2.4, Page 11)

A Performance Bond **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 Million One Hundred Fifty Thousand Dollars ($1,150,000) for 36 months**.

9

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

10

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.

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

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 30%**
- 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 G - MWBE form.

13

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.

14

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.

LDB/VBE Participation

(Refer to Section 2.10, Page 22)

Local Developing Business ("LDB") Participation Program

The Aviation Authority has adopted a Local Developing Business ("LDB") Policy, effective January 1, 1999. The policy requires Bidders to ensure that LDB firms have an opportunity to participate in all Contracts.

- **The Aviation Authority has established a LDB Participation Goal of 5%**
- 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 LDB policy, that the Bidder has met or has made a good faith effort to meet the established LDB goal.
- All Bidders shall comply with the small business requirements. Bidders are required to submit, with their Proposal, LDB information by completing Attachment G – LDB form.

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 LDBE 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

This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing the landside terminal landscape and irrigation maintenance services located at the Orlando International Airport.

Scope of Services

(Refer to Section 3, Page 27)

- This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing the landside terminal landscape and irrigation maintenance services located at the Orlando International Airport.
- Contractor shall perform services during Standard Work Hours, 7am thru 4pm Monday thru Friday, excluding the Aviation Authority's observed holidays.

21

Scope of Services

Contractor's Personnel – On-Site Manager

The Contractor's On-Site Manager engaged for this for this Contract shall be full-time, regular personnel exclusively assigned to this Contract.

- The Contractor further agrees that the On-Site Manager assigned to the Contract shall remain available as long as the individual is employed by the Contractor until the term is completed.
-
- The On-Site Manager shall based at the terminal complex and shall devote his/her time exclusively to managing Contractor's operations related to this Contract at the Orlando International Airport.

22

Scope of Services

Contractor's Personnel - Landscape Crews

- The Contractor will assign only qualified, trained, competent and reliable personnel to perform the services exclusive to this Contract only.
- The use of "short term temporary" or casual "day labor" will not be permitted.

23

Scope of Services

Contractor's Personnel - Lead Irrigation Technicians

- Contractor shall have exclusive qualified personnel assigned to this Contract with at least three (3) years' experience in irrigation maintenance and shall be knowledgeable of Rainbird irrigation equipment. Also, the personnel must be knowledgeable of the Base Line Irrigation System.
- Qualification of the Lead Irrigation Technicians shall be provided to the AAR for pre-approval. In addition, Contractor shall provide an irrigation crew of a minimum of two (2) full time irrigation technicians to work solely on the irrigation system.
- Irrigation Technicians assigned to the scope of this Contract shall be dedicated to the work required in this specification and **shall not be utilized in other work outside of this Contract**.

24

Scope of Services

Annuals

Contractor shall be responsible for furnishing, installing, and maintaining approximately 42,500 four-inch (4") pot size annuals four (4) times per year and as requested by the AAR throughout landscape areas around the Terminal and Roadways as specified on Attachment “B” Map 1 and Map 2.

Replacement of Plant Material

Contractor shall be responsible for replacing, at no cost to the Aviation Authority, any plant materials that die or are damaged beyond acceptable condition as a result of improper or negligent maintenance practices.

25

Scope of Services

Contractor’s Tools and Equipment

- Contractor shall be responsible for providing all equipment required for performing the mowing, edging, trimming, weeding, tree pruning including, but not limited to, proper safety equipment, cherry picker, ladders, chainsaws, and hand pruners.
- 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.
- The Contractor, at its sole expense, shall provide at a minimum the following equipment for its irrigation personnel:

  Vehicle(s),

  Remote Bird (TRC2 remote transmitter 32 station model #01900) or transmitter/receiver compatible with Rainbird system, #521 cable locator, Ground fault locator, Ohm Meter, and Portable Water Pump

26

Scope of Services

Inspection and Approval

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

27

Scope of Services

Irrigation Maintenance

- The Contractor shall have 45 calendar days from date of Contract, on or about December 1, 2021 to provide an inventory assessment of the irrigation system. Upon completion of the inventory assessment Contactor shall provide a full inventory of all irrigation parts on the system(s) and repair/maintenance plan of all items found during the assessment that are not functioning properly on the Aviation Authority's irrigation system and submit it to the AAR.
- Beginning on day 46 of the Contract, Contractor shall be responsible for all irrigation parts and irrigation maintenance of all main lines 8" diameter and below that were not identified during the inventory assessment.
- During the Contract term, including any extension, the Contractor shall be responsible for monitoring of and maintenance to the Aviation Authority's irrigation system to assure that all areas are watered in accordance with good horticultural practices.

28

Scope of Services

Mowing

- Mowing of the St. Augustine and Bahia turf areas will be completed no less than once every seven (7) days from April 1st through October 31th, and no less than once every fourteen (14) days from November 1st through March 31th, unless otherwise directed by the AAR.

Edging and Trimming

- Contractor shall trim and properly edge all shrub, groundcover, and flowerbeds as well as tree rings, curbs, walls, sidewalks, etc., and remove clippings.
- Trimming and edging shall be executed at every mowing cycle.

29

Scope of Services

Weeding

- Weeding shall consist of removal of weeds, undesirable grasses, or any extraneous plants.
- **Weed control shall be performed once every ten (10) days** to ensure that all areas are free of weeds following each maintenance cycle.

30

Scope of Services

Pruning

- Shrubs and Groundcover
  - Contractor shall prune, thin, and trim all shrubs and groundcover at least **once every other month** or as directed by the AAR.
- Palms
  - shall **be performed two (2) times per year**. Additional pruning may be required as directed by the AAR.
- Tree Pruning
  - **shall be perform one (1) time per year.** Contractor shall prune only during the proper time of season for each species or as directed by the AAR.

31

Scope of Services

Soil Analysis Report

- Contractor shall provide the AAR with soil analysis reports from representative turf and bed areas **twice (2) per year** to determine fertilizer composition and if soil additives are required.
- Testing shall be conducted **at initial startup of Contract and every six (6) months thereafter.**
- Contractor shall be responsible for purchasing and applying any and all soil conditioners required.

32

Scope of Services

Fertilization

- The Contractor shall provide Aviation Authority with a complete fertilization program prior to application of any product.

Disease And Insect Control

- Contractor shall notify the AAR in written e-mail prior to any chemical spraying. The written e-mail shall include, date, time, location, and type of spraying operation to be performed.
- The primary spray technician shall be a limited certification holder from the State of Florida Department of Agriculture and Consumer Services, with a minimum of three (3) years spray experience on a project of similar scope and size, and shall be pre-approved by the AAR.

33

Scope of Services

Pine Bark and Pine Straw

- All plant beds and tree rings shall have a 3" layer of top grade pine bark maintained by Contractor.

Trash and Debris Removal

- Contractor shall **have a dedicated technician to maintain and remove trash and debris on a continuous basis during the Standard Work Hours Schedule** from all landscape areas covered under this Contract.
- the Contractor shall keep the premises, including walkways and roadways, garage planters, A & B Side Garage Courtyards, and roadway drains, free from accumulations of waste materials, and other debris resulting from the work, **including human discarded trash and litter.**

34

Scope of Services

Additional Work

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

35

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:

"05-22 Landside Terminal Landscape Maintenance and Irrigation 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.

36

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 - No Bid Response Form.

37

ORLANDO INTERNATIONAL AIRPORT
The Orlando Experience

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.

38

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.: 06-22 Three Year Contract for Landside Terminal Landscape Maintenance and Irrigation Services
Bidder's Name:_____

				Year One		Year Two		Year Three	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	MOWING								
	Map 1	Cycle	42		$ -		$ -		$ -
	Map 2	Cycle	42		$ -		$ -		$ -
	Map 2 - Northfield	Cycle	24		$ -		$ -		$ -
2	EDGING & TRIMMING								
	Map 1	Cycle	36		$ -		$ -		$ -
	Map 2	Cycle	36		$ -		$ -		$ -
3	WEEDING								
	Map 1	Cycle	36		$ -		$ -		$ -
	Map 2	Cycle	36		$ -		$ -		$ -
4	PRUNING								
	Pruning Shrubs/Groundcover				$ -		$ -		$ -
	Map 1	Cycle	6		$ -		$ -		$ -
	Map 2	Cycle	6		$ -		$ -		$ -
	Pruning Palms				$ -		$ -		$ -
	Map 1	Cycle	2		$ -		$ -		$ -
	Map 2	Cycle	2		$ -		$ -		$ -
	Pruning Wahingtonian Palms	Each	400		$ -		$ -		$ -
	Pruning Trees				$ -		$ -		$ -
	Map 1	Annual	1		$ -		$ -		$ -
	Map 2	Annual	1		$ -		$ -		$ -

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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 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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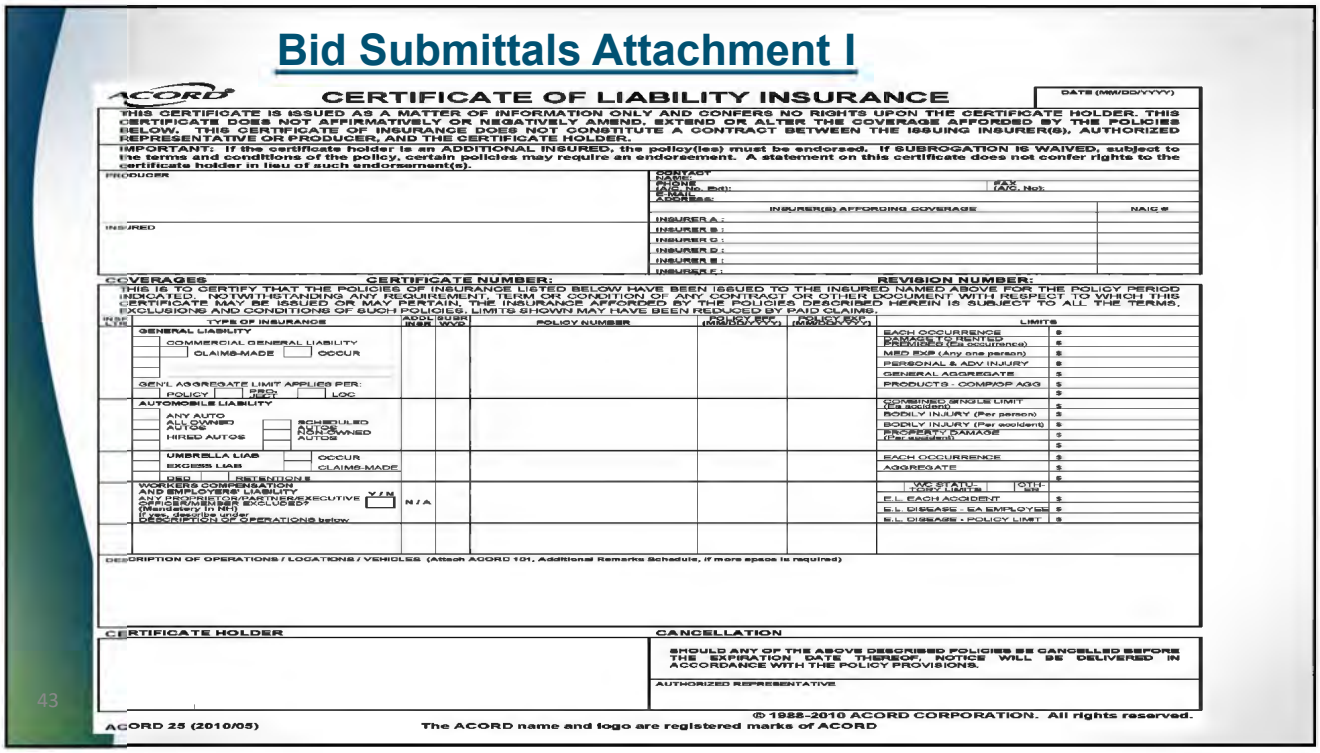
Bid Submittals Attachment I



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):
E-MAIL ADDRESS:
FAX (A/C, No):

INSURED

INSURER(S) AFFORDING COVERAGE — NAIC #

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A						WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT $ 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 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 K – 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 15, 2021 5:00 p.m. EST.

Email All Questions to: Janice.Hughes@goaa.org

Bids are Due:

Tuesday, June 29, 2021 at 11:00 a.m. EST.

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1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date: **Sunday, May 30, 2021**
Pre-Proposal GoToMeeting: **Tuesday, June 8, 2021, 10:00 a.m. EST**
Deadline for submission of questions: **Tuesday, June 15, 2021 by 5:00 p.m. EST**
Release of Addendum: **Monday, June 21, 2021**
Deadline for return of Proposal: **Tuesday, June 29, 2021 by 11:00 a.m. EST**
Concessions/Procurement Committee:* **August 23, 2021**
Recommendation to the Aviation Authority Board*: **October 20, 2021**

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

1.2 Intent/Purpose

a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide Landscape Maintenance and Irrigations Services. 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.

b. The Authority will only consider Bids from qualified bidders who Bidders must be/have been in business for a minimum of five (5) years performing Landscape Maintenance Services in an area of at least 25 acres.

c. This Bid includes a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB) / Veteran Business Enterprise (VBE) participation requirement. The Participation Goal for this Contract will be **30% for MWBEs and 5% for LDBs/VBEs**.

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 AirportLink's website at http://AirportLink.perfect.com.

a. AirportLink 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/Proposer to register on AirportLink and any award resulting from this solicitation will not require any payment by the Bidder/Proposer to AirportLink.** If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

b. A Pre-Bid Conference will be held, **Tuesday, June 8, 2021 10:00 a.m. EST.** Location is listed on the Cover Page of this solicitation.

c. If participating in the Pre-Bid Meeting, participants are respectfully requested to RSVP to Janice.Hughes@goaa.org with their company name and contact information.

d. 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 Proposal Documents.

e. 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 **Tuesday, June 15, 2021 no later than 5:00 p.m**. EST Questions after this date and time will not be answered. Questions will be answered via addendum and posted to http://AirportLink.perfect.com.

f. Late Bids, as determined by the official time clock located in the Purchasing Department's Office will not be considered and will 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. Bid Summary is posted to Aviation Authority's Purchasing Department's website at www.orlandoairports.net/purchasing and on AirportLink's website at http://AirportLink.perfect.com.

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 in the Bid document, Bidders shall submit *one Bid only*.**

l. Bids 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. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

m. 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. 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, 2021**, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**.

b. The option years 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. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.

1.5 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 selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a 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.

1.6 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 three (3) years' relevant service that are the same or similar in requirements and magnitude of this IFB. For company name and/or ownership changes, appropriate documentation shall be required. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes. A concise but thorough description of the Contractor services provided to each of the references submitted to the Aviation Authority is required. The Aviation Authority may be listed as one reference only;

3) All technical specifications/requirements associated with this Bid as described in Section 3, Scope of Work/Specifications; and

4) Bidders shall provide the documentation as listed in Section 7, Bid Submittals.

1.7 Notice of Intent to Award Contract

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

1.8 Public Meetings/Public Records

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

1.9 Code of Ethics and Business Conduct Policy

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

2.0 SPECIAL CONDITIONS

2.1 Bidder's 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 service 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 with 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 Landscape Maintenance Services in an area of at least 25 acres providing:

1) Mowing;
2) edging and trimming;
3) weeding;
4) pruning;
5) disease and insect control;
6) palm weevil treatments;
7) fertilization;
8) provide/install annuals;
9) trash and debris removal;
10) provide/placement of mulch/pine straw; and
11) Irrigation maintenance.

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

1) Business License;
2) Florida Certified Commercial Pesticide Applicator License;
3) ISA Arborist Certification;
4) Proof of insurance requirements, Refer to Section 2.5.

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 Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Awarded Contractor shall furnish to 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 Million One Hundred Fifty Thousand Dollars ($1,150,000) for 36 months**.

b. The Awarded Contractor may elect to provide Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **One Million One Hundred Fifty Thousand Dollars ($1,150,000),** and issued on Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Awarded Contractor shall provide Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term (36 Months)** 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 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 Bid Documents. The Contractor shall, **at least sixty (60) calendar days prior to the date** on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal of the Letter of Credit that complies with the requirements of this Contract.

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 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.

2) 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.

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 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.

g. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section constitutes a default under the terms of this Contract and, in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Aviation Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Aviation Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.

h. Surety Bonds delivered to 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.

i. Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

j. In the event that Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 8 of the General Conditions, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

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

2.5 Insurance Requirements

At its sole expense, Contractor shall maintain the following insurance during the term of this Agreement, 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 Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

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

The following insurance shall apply to all Contractor's employees who will be engaged on Aviation Authority property in the performances of Services in this Agreement: (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.**

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

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 Aviation Authority may possess, and that any other insurance Aviation Authority does possess shall be considered excess insurance only.

3) Insurance shall be carried with an insurance company or companies which meet the requirements of this Insurance Section and said policies shall be in a form acceptable to 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 Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to Aviation Authority.

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

6) A properly completed and executed Certificate of Insurance on a form provided or approved by 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 Agreement and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Agreement.

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 Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to 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 complying with this requirement.

2.7 Identification and Access Requirements

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

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

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

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

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

f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the

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

g. Fees Associated with Identification Badges and Keys

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

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

h. Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, Aviation

Authority shall be entitled to recover liquidated damages of $250.00 for every Contractor Responsible Employee presented to the Aviation Authority for access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Contractor is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Aviation Authority.

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

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

2.8 Airport Security

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

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

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

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

c. **The Bid will be considered non-responsive to the Invitation for Bid and rejected if the Bidder fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Bidder**

has met or has made a good faith effort to meet the established MWBE goal.

d. For this Contract, the Aviation Authority has established a MWBE Participation Goal of **30%**, which means that **30%** 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

a. The Aviation Authority has adopted a Local Developing Business ("LDB") Policy, effective January 1, 1999. The policy requires Bidders to ensure that LDB firms have an opportunity to participate in all Contracts.

b. It is the policy of the Aviation Authority that LDBs shall have the maximum opportunity to participate in the purchase of goods and services, and the Aviation Authority has established the LDB 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 LDB policy, that the Bidder has met or has made a good faith effort to meet the established LDB goal.**

d. For this Contract, the Aviation Authority has established a LDB Participation **Goal of 5%,** which means that **5%** of the total Contract expenditures by the

Aviation Authority should be used to purchase goods or services under the Contract from LDBs. All Bidders, including a Bidder which is an LDB, shall comply with the LDB requirements outlined in this Section by having LDBs other than the Bidder, participate in the performance of the Contract services at a sufficient level to meet the participation goal. The Aviation Authority's Chief Executive Officer has approved permitting, for this Contract only, Bidders to meet the LDB participation goal through the Veteran Business Enterprise (VBE) if the proposed VBE is certified by US Dept. of Veterans Affairs - Center of Verification and Evaluation or Florida Department of Management Services - Office of Supplier Diversity.

e. Bidders are required to submit, with their Bids, the Letter of Intent/Affirmation information by completing the form on Attachment F-2 for each LDB Firm. The Bidder may make duplicates of this form as needed. Both the LDBs 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 LDB 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 LDB status.

g. The successful Bidder shall enter into Contract(s) with the LDB(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 LDB(s) shall incorporate such reasonable terms as required to complete the work described therein while furthering the Aviation Authority's LDB policy. The successful Bidder must submit copies of the signed subcontract(s)/purchase order(s) to the office of Small Business Development for each LDB prior to commencement of performance under this Contract. Failure to enter into the subcontract(s)/purchase order(s) with the LDB(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 LDB(s). In the event Bidder desires to terminate or replace an LDB, 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 LDB with another LDB. If the Bidder is unable to utilize another LDB 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 LDB with another LDB. The LDB

percentage for participation must not decrease below the percentage proposed during the term of the Contract. 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.

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 LDB(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 LDBs, to pay LDBs as committed in the Bid documents) of the total Contract price on an ongoing basis, etc.) shall constitute a breach by the Bidder of this Contract and may result in the termination of the Contract by the Aviation Authority or such other remedy as the Aviation Authority deems appropriate.

k. A list of currently certified LDBs may be obtained via the internet at https://orlandoairports.net/airport-business/ .

l. The Aviation Authority will provide this information as a convenience only, and Bidders shall be solely responsible for ensuring all LDBs are capable of performing. Certification of eligibility as an LDB should be obtained 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 LDB Participation Program.

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

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 Contractor to determine whether the work to be performed under the Contract

has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.

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

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

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

e. 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

a. This Contract will be to furnish all labor, supervision, equipment, tools, materials and supplies, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing the landside terminal landscape and irrigation maintenance services located at the Orlando International Airport in accordance with these Specifications.

b. The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The Aviation Authority will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

c. The Contractor shall refer to Exhibit “1” for descriptive inventory and Exhibit “2” for map locations where the Contractor shall perform terminal landscape maintenance and irrigation maintenance services for each year during the term of this Contract.

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

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

e. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able

to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

f. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.

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

h. The Contractor’s employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport.

i. The Contractor shall be responsible for ensuring that all articles found by its employees on Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.

j. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport.

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

3.3 Contractor’s Performance Requirements

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

b. Contractor shall commence work within three (3) working days from scheduled start date and complete the assigned cycle within fifteen (15) calendar days

from the assigned start date in accordance with the Mowing Schedules after being notified by the AAR to begin the cycle.

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

d. Contractor shall be responsible for cleanup and removal of storm caused debris unless the damage is directly caused by a hurricane, irrigation problems or tropical storm that is individually named by the National Weather Service or by a tornado that has been confirmed by the National Weather Service.

e. Contractor shall report all damage, vandalism, irrigation problems, or unsafe conditions to the AAR immediately. Contractor shall advise the Aviation Authority immediately, by phone and follow-up written e-mail, of any defect or condition which may adversely affect the Contract work, including any defect or condition which is not covered under the scope of the Contract.

3.4 Contractor's Personnel

a. **The Contractor's On-Site Manager and Landscape Crew engaged for this for this Contract shall be full-time, regular personnel exclusively assigned to this Contract.**

b. On-Site Manager

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

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

3) The On-Site Manager shall possess an Associate's Degree in Horticulture Science related field, or equivalent education and training, and must have five (5) years' experience in supervisory capacity involving projects, which demonstrate the experience and skill necessary to manage the work to be performed under the Contract.

4) The On-site Manager shall be responsible for assuring the Aviation Authority that the work being performed by the Contractor is in accordance with the Contract.

5) **The On-site Manager shall represent the Contractor in the performance on the Contractor's obligations under the Contract, and all instruction and notices given by the Aviation Authority to the On-site Manager shall be as binding as if given to the Contractor, and all statements made by such On-site Supervisor/Manager and/or designee shall be as binding as if made by the Contractor.**

6) The Contractor's On-site Manager shall be available to the Aviation Authority at any time in the event of an emergency condition is declared by the Authority's Chief Executive Officer, Director of Maintenance, or their designees. The On-site Manager and any replacement shall be subject to the Aviation Authority's prior written approval.

c. Landscape Crews

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

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

d. Lead Irrigation Technicians

1) Contractor shall have exclusive qualified personnel assigned to this Contract with at least three (3) years' experience in irrigation maintenance and shall be knowledgeable of Rainbird irrigation equipment**.** Also, the personnel must be knowledgeable of the Base Line Irrigation System.

2) Qualification of the Lead Irrigation Technicians shall be provided to the AAR for pre-approval. In addition, Contractor shall provide an irrigation crew of a minimum of two (2) full time irrigation technicians to work solely on the irrigation system.

3) Irrigation Technicians assigned to the scope of this Contract shall be dedicated to the work required in this specification and shall not be utilized in other work outside of this Contract.

e. Certified Pesticide Operator

1) The Contractor shall have a Certified Pesticide Operator (CPO) licensed individual on-site to oversee all spraying operations and to monitor the Contract area for insects and diseases.

2) Contractor shall provide a copy of current Certified Pesticide Operator's License to the AAR.

f. Arborist

1) The Contractor shall provide an Arborist licensed by the International Society of Arboriculture with a minimum of five (5) years' experience in arboriculture to be on-site, to supervise the tree pruning process when such services are performed.

2) The person designated as the on-site arborist, or any replacement, shall be subject to the Aviation Authority's approval.

3.5 Safety and Protection:

a. The Contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any and all work performed. Contractor's personnel shall perform Work in a neat and professional manner.

b. The Contractor shall be solely responsible for compliance with all safety regulations, Federal, State, and local laws or regulations, including but not limited to OSHA, Environmental Protection Agency (EPA), FDOT-MOT, or other agency requirements and take all necessary precautions for safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

c. Contractor shall utilize maximum 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 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.

d. Appropriate safety gear, including but not limited to, safety vests when working near roadways, approved sign structures warning vehicular traffic as defined by Florida Department of Transportation - Maintenance of Traffic (FDOT-MOT), and an appropriate fall protection system as required by Occupational Safety and Health Administration (OSHA), when working on balconies, shall be provided by the Contractor to all employees as necessary.

e. Any employees found without proper safety gear will be asked to leave the property immediately and the supervisor and/or manager may receive a safety violation from the Aviation Authority as a result. There shall be no relief from the Contract requirements should this occur.

f. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority's property. The Contractor shall also be responsible for the cleanup and any costs incurred for incidents caused by the Contractor.

g. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's representatives. 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.

3.6 Work Hours

a. Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays.

b. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours, which are between 4:01 p.m. and 6:59 a.m. Monday through Friday, and all day Saturday and Sunday. Non-standard Work Hours may be arranged with prior written approval of the AAR. Contractor shall advise AAR 48 hours in advance of its projected work schedule. Contractor shall perform no work during Aviation Authority observed holidays without the prior written permission of the AAR.

c. In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Maintenance Director, or designee, the Contractor will perform work during such hours as specified by the Aviation Authority.

1) The Contractor shall respond verbally by telephone to a written request by the AAR within twenty-four (24) hours of receiving the request, and shall commence replacement services within forty-eight (48) hours from the time AAR's written request is received by the Contractor.

3.7 Items Provided by the Aviation Authority:

a. The Aviation Authority will supply the Contractor with water needed by the Contractor to perform its maintenance obligations. The Aviation Authority will designate location of accessible water supply. The Aviation Authority will provide circuit cards for irrigation controllers as required.

b. The Aviation Authority will provide the Contractor, at no cost to the Contractor with employee parking in such a location as the Aviation Authority shall determine at its sole discretion.

c. All ice and other needs for the employees shall be provided by the Contractor and shall not be taken from the Aviation Authority facilities.

3.8 Products

a. Annuals

1) Contractor shall be responsible for furnishing, installing, and maintaining approximately 42,500 four-inch (4") pot size annuals four (4) times per year and as requested by the AAR throughout landscape areas around the Terminal and Roadways as specified on Attachment “B” Map 1 and Map 2.

2) The annual beds provided by the Contractor shall have a minimum of 3" top layer of existing soil removed from each bed once per year or as directed by the AAR. The Contractor shall top dress the annual beds with a 4 inch layer of new planting soil.

3) If annual plantings fail due to lack of or improper maintenance, the Contractor shall be responsible for replacing such plants/materials at Contractor's expense. Contractor shall be responsible for adding and/or mixing soil to annual beds between plantings due to natural attrition. The Contractor shall ensure proper drainage in all areas are maintained in order to prevent plant failure.

b. Replacement of Plant Material

1) Contractor shall be responsible for replacing, at no cost to the Aviation Authority, any plant materials that die or are damaged beyond acceptable condition as a result of improper or negligent maintenance practices. Replacement plant material shall be identical to original plant material and must be approved by the AAR prior to replacement.

2) In the event plant materials die or are damaged beyond an acceptable condition, as determined by the Aviation Authority, due to no fault of the Contractor (i.e. vehicle damage, vandalism, act of God, etc.) the AAR may request a proposal from the Contractor to replace the unacceptable plant material based on the unit plant prices and the additional work hourly labor rate provided in the bid form section of the Contract.

3) The Contractor shall include in its proposal price any cost that may be incurred in the installation of the material including, but not limited to, the removal of the unacceptable material, delivery, prep work, installation, and supplemental watering.

4) The AAR must approve all plant material. Upon installation of the plant material, the Contractor accepts full responsibility for the survivability of the replacement plant material.

5) Contractor shall maintain all staking, guying, flag ribbons, etc., on newly installed plant materials in sound structural and supporting integrity and shall remove all staking and guying, flag ribbons, etc. as directed by the AAR.

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

3.9 Contractor's Tools and Equipment

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

b. Contractor cannot park any vehicle or equipment when not in use on any work area where such vehicle or equipment will be visible to the public. Any vehicle or equipment that becomes inoperative or that ceases to work properly must be removed from the work area immediately.

c. Contractor shall be responsible for providing all equipment required for performing the mowing, edging, trimming, weeding, tree pruning including, but not limited to, proper safety equipment, cherry picker, ladders, chainsaws, and hand pruners.

d. Equipment Inspection - The Aviation Authority shall have the right, but not the obligation, at any time to examine all equipment, vehicles, spray apparatus, tools, materials and supplies used by the Contractor, or by its officers, subcontractors and agents in the performance of the Contractor's obligations under the Contract. If the Aviation Authority determines that any such item is unsafe or not in good working condition, the Aviation Authority has the right to direct the Contractor to remove it from service and repair or replace promptly.

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

f. The Contractor, at its sole expense, shall provide at a minimum the following equipment for its irrigation personnel:

1) Vehicle(s)
2) Remote Bird (TRC2 remote transmitter 32 station model #01900) or transmitter/receiver compatible with Rainbird system.
3) #521 cable locator
4) Ground fault locator
5) Ohm Meter
6) Portable Water Pump

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 radio equipment.

3.11 Inspection and Approval

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

3.12 Irrigation

a. The Contractor shall have 45 calendar days from date of Contract, on or about December 1, 2021 to provide an inventory assessment of the irrigation system. Upon completion of the inventory assessment Contactor shall provide a full inventory of all irrigation parts on the system(s) and repair/maintenance plan of all items found during the assessment that are not functioning properly on the Aviation Authority's irrigation system and submit it to the AAR. The Aviation Authority shall have the option to reimburse the Contractor for the repairs or will allow a Third Party to make repairs.

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

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

d. All irrigation parts and repair/maintenance to the Aviation Authority's irrigation system shall adhere to GOAA spec #02810. Suitable substitutions may be accepted by the AAR.

e. The Contractor shall make repairs to the Irrigation System within a 24 hour time period after notice from the Aviation Authority or as directed by the AAR.

f. The Contractor shall be responsible for the routine maintenance of the irrigation system by manually and electronically operating each electrical valve for each zone in the irrigation system and monitoring all the items as specified **below**. Maintenance shall be performed and includes, but is not limited to:

1) Adjusting and repairing all heads for proper operation and direction for 100% coverage and to ensure that they do not spray into or across roadways, walkways, or any other vehicular or pedestrian areas. All heads shall be adjusted to accommodate for plant and turf growth that may hinder the operation of the sprinkler heads.

2) All zone lines (all lines downstream of electrical valves) eight inch (8") or under that are leaking or broken shall be repaired in a timely manner to prevent washout and contamination of lines or leaks. All restoration of landscape shall be performed promptly.

3) Electrical valves, quick couplers, air relief valves and gate valves (12" or less) shall be repaired or replaced within 48 hours or as directed by the AAR.

4) All main lines (pressurized) that are broken or damaged shall be shut off or isolated immediately. Main lines 8" or less in diameter shall be repaired or replaced by Contractor within 24 hours or as directed by the AAR. The Contractor shall promptly report to the AAR any damage or problem relating to any pressurized main line, which is greater than 8" in diameter. Repairs to lines greater than 8” in diameter shall be submitted to the AAR for approval prior to work being completed.

5) All boxes pertaining to irrigation system (Cla-Val or electric valves, quick couplers, air relief valves, gate valves, etc.) shall be maintained in a manner that is easily accessible, highly visible, at a proper height, and in a safe condition. All steel gate valve box lids shall be kept painted purple for reclamation water. Lids are to be re-labeled as necessary to remain legible.

6) Controllers shall be maintained in a manner to ensure safety, easy access, and shall be kept clear at a minimum of 18" around the pedestal. Lids to controller and pin connectors for Remote Bird shall remain closed and locked when unattended. Controllers shall remain in control of system with correct times maintained unless approved by the AAR. Any labels on controller shall remain legible. Pest control of the control boxes shall be performed by means of placement of mothballs in each controller, unless otherwise approved by the AAR.

7) Contractor shall be responsible for any supplemental watering of newly planted or existing landscape material.

8) The Contractor shall provide, on a monthly basis, a daily log of the maintenance performed on the irrigation system, including parts used, repairs made, valves and controllers completed by identification numbers or letters utilizing a Monthly Inspection Form as provided by the AAR.

9) Contractor shall repair all zone irrigation lines with Uniweld Turf Tite 2400 blue professional grade PVC plastic pipe cement or equivalent to be approved by the AAR. Prior to applying glue, Contractor shall repair pipe using Uniweld 8700 purple primer or equivalent to be approved by the AAR.

g. If the irrigation system is damaged as the result of Contractor's maintenance activities or failure to provide proper maintenance, the Contractor shall be responsible for all parts, materials and labor to promptly perform repair to Aviation Authority's satisfaction. The Contractor shall be responsible for maintaining proper elevation on all irrigation system components so as to prevent damage by maintenance activities and/or vehicles.

h. The Contractor shall selectively hand water all areas necessary, or as instructed by the Aviation Authority, in order to maintain vigorous, healthy plant life.

i. At the discretion of the Aviation Authority, irrigation may be suspended temporarily during high winds, freezing or any adverse conditions caused by such sprinkling. Should changes to the irrigation system computer program be desired, the Contractor shall submit a written request for these changes to the Aviation Authority for review, approval and implementation. Programming changes to the irrigation system computer shall be the responsibility of the Aviation Authority. The Aviation Authority intends to repair any problems with the irrigation system computer programming within 48 hours.

3.13 Mowing

a. Subject To Adjustments For Unusual Weather Or Growing Conditions, or at the direction of the AAR, Mowing Of The St. Augustine And Bahia Turf Areas Will Be Completed No Less Than Once Every Seven (7) Days From April 1st Through October 31th, And No Less Than Once Every Fourteen (14) Days From November 1st Through March 31th.

b. All St. Augustine turf shall be mowed using rotary mowers to a commercial finish height of 3.5" to 4”; Bahia shall be mowed to a finish height of 4” to 5”.

c. Mowing excessively wet areas shall be avoided. No turf areas are to be line trimmed unless authorized by the Aviation Authority. Areas where large mowers are not practical or would damage property must be mowed using small walk -behind equipment.

d. No gouges or scalping of turf will be allowed. Contractor shall ensure that all mower blades are kept sharpened at all times. Damaged or uneven surfaces, washouts or unsafe areas will be reported to Aviation Authority promptly. Contractor shall periodically alter mowing patterns to avoid rutting.

e. Contractor shall employ preventative methods to avoid thatch buildup (a spongy buildup of dead and living grass, shoots, stems and roots). Should for a sizable thatch layer of 1" to 2" or greater develop for any reason the Contractor shall be responsible for its removal.

f. Thatch removal shall be performed during March through August when the turf is rapidly growing. Related costs shall be included in the mowing Unit Prices.

g. Mowing around water structures, lakes, canals, drainage ditches, etc., shall be to water's edge at time of each mowing. Grass clippings must be prevented from entering retention ponds and water structures. Mowing shall be performed to a natural boundary, fence, road or curb. Water levels are likely to fluctuate during the term of the Contract. If operating equipment near water's edge is unsafe, Contractor shall be required to line trim down to water's edge. Mowing over litter or debris will not be allowed. Each area must be policed prior to mowing.

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

i. Areas including curbs, gutters, walks, roads, and fence lines shall be raked, blown, vacuumed and/or cleaned of excess clippings leaves, sticks, twigs, palm fronds, or any other debris on each maintenance day.

3.14 Edging and Trimming

a. Contractor shall trim and properly edge all shrub, groundcover, and flowerbeds as well as tree rings, curbs, walls, sidewalks, etc., and remove clippings. Trimming and edging shall be executed at every mowing cycle. Damage to property or existing vegetation by improper trimming or edging shall be promptly repaired or replaced at Contractor's expense.

b. Mechanical blade type edgers will be used to vertically cut grass surfaces along curbs and bed lines to maintain a clean sharp appearance at all time. Edger blades shall be kept sharpened at all time.

c. In addition to edged surfaces, all other structures such as fire hydrants, sign bases, light pole bases, columns, tree braces, fences, guardrails, drainage structures, etc., shall be trimmed each mowing cycle.

d. Grounds, sidewalks, and other affected surfaces, shall be raked and cleaned of clippings, leaves, sticks, twigs, palm fronds, and all litter each maintenance day or as needed.

e. Materials cleaned from grounds shall be disposed of each day in a Contractor provided container and disposal in accordance with Section 3.19, Trash and Debris Removal.

3.15 Weeding

a. Weeding shall consist of removal of weeds, undesirable grasses, or any extraneous plants. Weed control shall be performed once every ten (10) days to ensure that all areas are free of weeds following each maintenance cycle. Weed control will be by hand **and**/or by spraying through the year as required and as specified by the AAR.

b. Landscape plant beds and Garage planters shall be weeded by hand as required. Weed control by hand and/or spraying shall be continuous through the Contract term.

c. Contractor may use herbicides required for and recommended for the control of the type of weeds encountered in lawns, landscape beds, roadways and paved areas, and drainage ditches and inlets. The manufacturer's written instructions shall be strictly adhered to for application rates, etc. Contractor shall control weeds in all lawn areas as necessary and in compliance with all applicable laws and proper horticultural practices.

d. Before any herbicides are used on the project site, Contractor shall notify the AAR the types to be used, application rates, application schedule and particulars with reference to chemical composition.

e. Contractor shall inspect all lawn areas each maintenance cycle for weed problems. Upon confirmation of a specific problem requiring treatment, herbicides shall be applied as needed on a spot treatment basis.

f. Contractor shall inspect lawns, beds, and other landscape surface areas and repair all depressions, wash-outs, or other defects within the surfaces and systems of these areas.

g. Contractor shall remove all vegetation at cracks, joints, gutters, and inlets, in retaining walls, roadway medians and in concrete and asphalt pavement surfaces within the project area as required each cycle.

h. Contractor is responsible for keeping drainage ditches and inlets within the landscape contract area free of nuisance weed species and other debris to assure proper drainage and to keep the landscape aesthetically pleasing. Contractor may remove nuisance species manually or mechanically.

3.16 Pruning

a. Shrubs and Groundcover

1) Contractor shall prune, thin, and trim all shrubs and groundcover at least once every other month or as directed by the AAR to keep plant material healthy, to maintain the natural character of the species, to control shape and to prevent overcrowding.

2) Pruning in general consists of the removal of dead, dying, broken, fungus infected, and insect infested and superfluous landscape material.

3) Vines and groundcover plants shall require periodic cutting to encourage lateral growth.

4) All lawn and shrub areas damaged by pruning equipment shall be promptly restored at Contractor's expense.

5) Pruning may be required from time to time to remove branches damaged by storms or vehicles, nuisance growth that obstructs vision, traffic signage, vehicle traffic, walks, lighting, and tramways.

b. Palms

1) A complete pruning of all safely accessible palms, except for Washingtonian palms, identified in the Contract area shall be performed two (2) times per year. Additional pruning may be required as directed by the AAR.

2) Palm pruning shall also be performed on palm fronds, fruit or loose petioles, dangerous thorns, spikes or appendages when they create a potential hazardous or dangerous condition to all tramways, roadways, walkways, cooling towers, signage, security cameras, lines of sight, and/or for similar reasons.

3) Fronds shall be severed close to the petiole base without damaging trunk tissue. Live healthy fronds, initiating at an angle of 45^0 or greater from the horizontal plane should not be removed.

4) Palm peeling (shaving) shall consist of the removal of the dead frond cases only at the point they make contact with the trunk without damaging living trunk tissue. Palm petioles shall be pruned to create a "pineapple" shape at the palm head. Should booted palms begin to deteriorate and loosen or cause excessive debris or develop an unkempt appearance, they shall be shaved off to achieve a clean appearance.

a) Phoenix canariensis palms will have dead or deficient fronds and seed heads removed as needed or as directed by the AAR.

b) Washingtonian palms shall be pruned and shaved as directed by the AAR and by the frequency listed on the Bid Price Form.

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

d) The presence of any disease condition, decayed trunk or other structural weakness shall be reported immediately in writing to the AAR and corrective measures taken.

c. Tree Pruning

1) Contractor shall perform a pruning of trees in the Contract areas one (1) times per year. Contractor shall prune only during the proper time of season for each species or as directed by the AAR.

2) In general, pruning shall consist of the pruning (Class 1), standard pruning (Class 2), hazards pruning (Class 3), and crown reduction pruning (Class 4) as defined by the National Arborist Association Standards. Contractor shall follow guidelines set by the American National Standards Institute for Tree Care Operation.

3) Contractor shall be responsible for all equipment required for performing the tree pruning including, but not limited to, proper safety equipment, cherry picker, ladders, chainsaws, handsaws, and hand pruners.

4) The Contractor shall prune from time to time to remove potential hazards to pedestrians, remove branches damaged during storms or vehicles, nuisance growth that obstruct vision, traffic signage, or vehicle traffic. Trees shall also be pruned if they are blocking lines of sight, lighting or walks, or interfering with tramways.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19) Any damage to the trunk of a tree shall be cared for within one week using proper arboriculture techniques to assure proper callusing. The

AAR is to be notified in writing of any damage caused to any tree in the contract areas.

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

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

3.17 Soil Analysis Report

a. Contractor shall provide the AAR with soil analysis reports from representative turf and bed areas twice (2) per year to determine fertilizer composition and if soil additives are required.

b. Testing shall be conducted at initial startup of Contract and every six (6) months thereafter. Testing shall include analysis of PH, major and minor elements, fertility, drainage report, and sand fraction analysis with recommendations.

c. Contractor shall be responsible for purchasing and applying any and all soil conditioners required.

3.18 Fertilization

a. The Contractor shall provide Aviation Authority with a complete fertilization program prior to application of any product.

1) The program shall include information on what products are to be used for each type plant material, application rates, and methods of application, recommended times for application and any other information deemed necessary or informative.

2) A copy of the fertilization schedule shall be made available to the AAR at the start of the Contract.

b. Contractor shall ensure that the automatic irrigation system is operational during fertilization application to avoid burn. Contractor shall be responsible for any damages. Any plant material damaged by over fertilizing or by the use of an incorrect type of fertilizer shall be replaced within one (1) week of the damage at Contractor's expense.

c. The fertilizer applied for St. Augustine grass or Bahia grass shall be a commercial grade with 50% of available nitrogen in slow release form with an organic based carrier produced and recommended for use on each turf type. All fertilizer shall be of uniform consistency. Fertilizer shall be kept in a free

flowing condition at all times for equal distribution. Fertilizer shall be delivered in unopened bags or containers and fully labeled with the manufacturers' analysis. Fertilizer, which has become damp or caked, is not acceptable for use.

d. All turf areas shall be fertilized three (3) times per year minimum (early spring, summer, and fall). Application shall proceed continuously once begun until all areas have been completed. There shall be a minimum of one pound of nitrogen per 1,000 square feet per application. Supplemental liquid fertilization applications may be required to green up off colored turf areas.

e. Small areas of turf adjacent to paved areas shall have fertilizer applied with a drop spreader to prevent fertilizer from being thrown on hard surfaces. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

f. The fertilizer for all trees, palms, shrubs and groundcover shall be a commercial grade with 50% of available nitrogen in slow release form with an organic based carrier and a complete minor elements package as determined by soil tests.

g. Trees shall be fertilized in spring, and early fall, in the following amounts:

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

h. Contractor shall spread the fertilizer under foliage canopy. Note - Contractor shall alert the AAR seven (7) days in advance of fertilization of any and all of the project site work areas.

i. All shrubs and groundcover shall be fertilized by spreading over beds in early spring, late spring, summer and late fall at the following rate:

(1-1/2 to 3 lbs. per 100 square feet)

j. Palms shall be fertilized during April and September. The palm fertilizer shall be broadcast under foliage canopy at the rate of 1 lb. per inch of palm trunk diameter.

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

3.19 Disease And Insect Control

a. Contractor shall be responsible to safeguard all users, pedestrians, automobiles, and restricted areas, which may be affected by disease and insect infestation. All necessary barriers shall be Contractor's responsibility (i.e. acquisition, erection and removal).

b. The primary spray technician shall be a limited certification holder from the State of Florida Department of Agriculture and Consumer Services, with a minimum of three (3) years spray experience on a project of similar scope and size, and shall be pre-approved by the AAR.

c. Contractor shall notify the AAR in written e-mail prior to any chemical spraying. The written e-mail shall include, date, time, location, and type of spraying operation to be performed.

d. Upon identification and confirmation of a disease or insect problem requiring treatment, the proper pesticide or pesticides shall be applied as needed on a spot treatment basis, using the least toxic effective pesticide to control the infection or infestation on a monthly basis (twelve times per year).

e. At any time during the term of the Contract the AAR feels the Contractor does not have a disease or insect problem under control, the AAR can require the Contractor to solicit expert's advice from a horticultural consultant at the Contractor's expense.

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

g. Damage to plant material due to improper spray application or lack of pest control shall result in replacement of that material at Contractor's expense.

3.20 Pine Bark and Pine Straw

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

b. Pine bark samples will be provided to Aviation Authority for approval prior to placement. All pine bark used by the Contractor shall be weed, seed and pest free, including free of fire ants.

c. All planting beds, tree rings and slopes designated for pine straw shall have a 3" layer of cleaned pine straw replenished two (2) times per year or when deemed necessary by the AAR.

d. Any damage caused to landscape areas during the installation of pine bark, pine straw, soils or sand shall be repaired by the Contractor at Contractor's cost.

3.21 Trash and Debris Removal

a. Contractor shall have a dedicated technician to maintain and remove trash and debris on a continuous basis during the Standard Work Hours Schedule from all landscape areas covered under this Contract.

b. During the progress of the work specified herein, the Contractor shall keep the premises, including walkways and roadways, garage planters, A & B Side Garage Courtyards, and roadway drains, free from accumulations of waste materials, and other debris resulting from the work, including human discarded trash and litter.

c. Collected debris from mowing shall be disposed of each day in a Contractor provided container. All weeds and refuse shall be removed from the site the same day. All branches and cuttings shall be removed from the job site at time of pruning and disposed of each day in Contractor provided container.

d. At the completion of daily work, the Contractor shall remove all waste materials, and debris from and about the premises as well as all tools, equipment, and surplus materials, and leave the site clean and ready for occupancy by the Aviation Authority.

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

3.22 Additional Work

a. “Additional Work” shall refer to additional landscape maintenance as directed by the AAR.

b. “Additional Work” shall also refer to irrigation repairs on all lines above eight (8) inches in diameter plus parts.

c. “Additional Work” shall also refer to the removal / disposal of dead trees and vegetative debris directly caused by storm damage of a hurricane, tropical storm or by a tornado that has been confirmed by the National Weather Service.

d. “Any Additional Work” shall be performed only upon written authorization of the AAR or designee.

3.23 Lighting

The Contractor shall keep all landscape accent lighting free of debris including, but not limited to, grass clippings, pine bark and pine straw, soil and insects. Contractor

shall be responsible for readjusting any lights knocked out of adjustment due to maintenance and for any damages to the lighting caused by the Contractor.

3.24 Use of Premises

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

3.25 Exhibits

Exhibits are attached and incorporated herewith:

Exhibit 1 – Descriptive Inventory Estimated Quantities

Exhibit 2 – Maps 1 and 2

Exhibit 3 - GM 2811 - Maintenance Irrigation System

EXHIBIT 1 INVENTORY ESTIMATED QUANTITIES

MAP PAGE 1 - NON SECURE AREAS - Cargo Road, Casa Verde Road, Canal Road, B52- Park Cargo Road to Heintzelman Blvd/CEF Bldg. / Old Delta Cargo Bldg./Purchasing/Casa Verde Road /Hanger Blvd. /Canal Road & B52 Park.

Turf	
ST. Augustine	82 Acres
Bahia	48 Acres
Shrubs/ Ground Cover	**Estimated Quantity**
Agapanthus	49
Anise	56
Azalea	840
Aztec Liropec	470
Bougainvillea	160
Buford Holly	740
Camellia Japonica	0
Cast Iron Plant	1,720
Cavendish Banana	15
Confederate Jasmine	50
Coontie	485
Cord Grass	75
Creeping Fig	90
Crinum Lily	80
Croton	40
Day Lily	0
Dwarf Oleander	95
Downy Jasmine	300
English Ivy	800
Fakahatchee	895
Gardenia	0
Hibiscus	600
Indian Hawthorn	3,730
Ixoria	0
Jasmine	760
Juniper	60
Lilly Of The Nile	442
Liriope	700
Loropetalum	762
Nandina	15
Oleander	468
Oleander (Dwarf)	40
Pampas Grass	86
Photinia	0
Pittosporum	284
Plumbago	675
Podocarpus	287
Schefflera (variegated)	78
Simpsons Stopper	226
Rose (Ground)	18
Rose (Knockout)	6
Split leaf Philodendron	237
Thyrallis	30
Torulosa	2

MAP 1 DESCRIPTIVE INVENTORY / (ESTIMATED QUANTITIES)

(Continuation)

Shrubs/ Ground Cover	Estimated Quantity
Viburnum	2,045
Zamia	385
Trees	
Bald Cypress	12
Bamboo Cluster	1
Banana(cluster)	25
Bottle Brush	8
Chickasaw Plum	9
China Berry	0
Citrus	0
Crepe Myrtle	465
Cyprus	17
Flowering Dogwood	0
Holly Tree	8
Ligustrum	124
Magnolia	28
Maple	20
Oak	48
Pine	604
Sweetgum	20
Sycamore	17
Tabebuia	2
Palm Trees	
Bald Cypress	17
Bamboo Palm	2
Chinese Fan Palm	40
European Fan Palm	1
King Sago	0
Queen Sago	0
Needle Palm	15
Palmetto Cluster	483
Phoenix Canariensis	8
Phoenix Reclinata	1
Pindo Palm	10
Queen Palm	12
Sable Palm	498
Sago Cycas	10
Washingtonian Palm	18

EXHIBIT 1 MAP 2 DESCRIPTIVE INVENTORY / (ESTIMATED QUANTITIES) South of North Cross Field Taxiway (Juliet) and Terminal to South Cross field Taxiway (Echo) and North end of South Access Rd.

Turf	
St. Augustine	63.5 ACRES
Shrubs/ Ground Cover	**Estimated Quantity**
Alocasia	72
Anise	1,408
Arboricola	8
Asparagus Fern	0
Azalea	680
Aztec Liriope	2,073
Boston Fern	179
Bougainvillea	1,009
Cast Iron Plant	3,250
Claria	75
Cord Grass	4,021
Creeping Fig	385
Crinum Lily	593
Croton	650
Downy Jasmine	607
Dwarf Buford Holly	20
Dwarf Fakahatchee	483
Fakahatchee Grass	3,316
Fire Bush	1,408
Fountain Grass(Red)	400
Ginger	234
Heliconia	80
Helix Ivy	1,031
Hibiscus	619
Holly Fern	98
Indian Hawthorn	3,769
Iris (Blue Flag)	195
Jasmine (Asian)	1,206
Jasmine (Carolina)	23
Jasmine (Confederate)	1,280
Jasmine (Minima)	384
Jasmine (Wax)	1,058
Juniper	370
Lantana	384
Lilly Of The Nile	1,156
Liriope	21,351
Loropetalum	1,230
Maginata	7
Mondo Grass	487
Mulley	1,919
Nandina	962
Oleander	810
Oleander (Dwarf)	600
Palm Grass	441
Papyrus	29

Exhibit 1 MAP 2 - NON SECURE AREAS (Continuation)

Shrubs/ Ground Cover	Estimated Quantity
Photinia	8
Plumbago	3,260
Pittosporum	131
Philodendron (Split leaf)	3,122
Philodendron (Xanadu)	525
Podocarpus	900
Rose (knockout)	275
Simpsons Stopper	100
Traveling Lantana	565
Society Garlic	300
Torolusa	12
Thryallis	200
Umbrella Plant	3
Vibumum	3,729
Yucca	4
Zamia	379
Trees	
Bald Cypress	393
Banana (Cluster)	25
Bottle Brush	23
Bradford Pear	6
Crepe Myrtle	506
Flowering Dogwood	5
Golden Rain Tree	2
Holly Tree	43
Shrubs/ Ground Cover	
Ligustrum	317
Red Maple	40
Oak	581
Pine	1,249
Schefflera	8
Sweet gum	27
Tabebuia	4
Wax Myrtle	8
Weeping Willow	7
Palm Trees	
Bamboo (clusters)	55
Chinese Fan Palm	288
Date Palm	14
European Fan Palm	18
Needle Palm	4
Palmetto Cluster	81
Phoenix Canariensis	11
Phoenix Dactilifera	9
Phoenix Reclinata	5
Pindo Palm	18
Queen Palm	87
Roebefeni	22
Sable Palm	1,979
Traveler Palm	2
Washingtonian Palm	1,192
White Bird of Paradise	114

EXHIBIT 2 – MAP 1

EXHIBIT 2 – MAP 2

Map 2

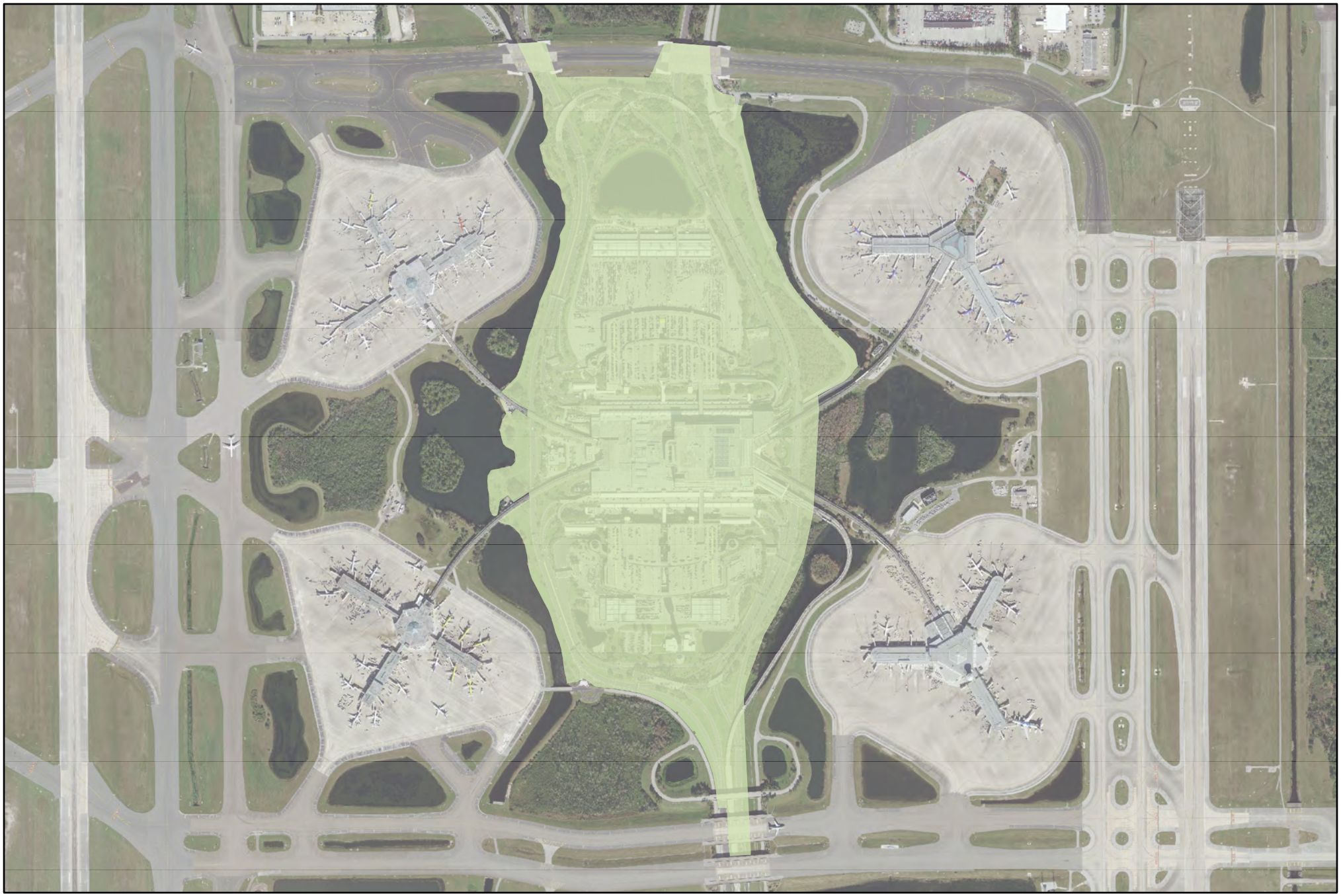

EXHIBIT 3 – GM 2811 - Maintenance Irrigation System

GM 2811 - MAINTENANCE IRRIGATION SYSTEM

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Provide all labor, materials, equipment and services to complete the Irrigation Systems Maintenance.

B. The maintenance of the landscape irrigation system includes, but is not limited to:

1. All piping, including mains, fittings, sleeves, connections, tees, risers, clamps, and swing joints.

2. All control, gate, globe, pressure reducing, quick coupling and other valves, including valve boxes, markers, connections, operators and other accessories.

3. Connection to automatic control system including control wiring, low voltage connections and electrical and telephone wire connections, conduit, and coordination of 120V electrical.

4. All rotating and stationary spray and bubbler sprinkler heads, including nozzles and other appurtenances and accessories for a complete operating system.

5. Connections of piping to the supply sources.

6. All excavation, site work, relocation or replacement of utilities, backfill, compaction and restoration of all disturbed areas.

C. Provide a complete and operable system for the irrigation of all areas.

D. Adjust head location, type and size, and other system components to comply with the requirements of landscaping.

E. Store and protect all equipment and materials including pipe and fittings, sprinkler heads, valves, controllers, wire, and all other component parts necessary.

F. On-Site Conditions:

1. Protection of Property: Preserve and protect of all site conditions to remain from damage due to Work. All damage that does occur shall be completely repaired to its original condition.

2. Trenching: All trenching or other work under the leaf canopy of all trees shall be done by hand or by other approved methods so that branches are damaged. Trenching around existing plant material shall be done by hand so as to minimize root disturbance. Buildings, foundations,

walks, walls, and other property shall be protected from damage. Open ditches left exposed shall be flagged and barricaded by approved means. Restore disturbed areas to original condition.

3. Protection and Repair of Underground Utilities: Request utility companies to stake the exact location of underground lines, including but not limited to, electric, gas, telephone, water and cable. Take whatever precautions necessary to protect underground lines from damage. In the event damage does occur, all damage shall be completely repaired to its original condition.

1.2 QUALITY ASSURANCE

A. All irrigation work shall be performed by qualified personnel that has a minimum of 5 years of experience in irrigation systems.

B. Contractor has the responsibility to make further repairs, corrections and adjustments to eliminate any deficiencies which may later be discovered.

C. On-Site Observation: At any time during the repair of the irrigation system, the AAR may visit the site to observe the Work. Should the material, workmanship or method of installation not meet the standards specified herein, the Contractor shall be responsible for all replacement expenses.

D. Workmanship: All work shall be installed by qualified, skilled personnel, proficient in the trades required with recognized standards of workmanship

PART 2 - PRODUCTS

2.1 PIPING

A. All pipe shall be purple in RE-USE water areas.

B. The irrigation system pipe and fittings shall be capable of withstanding a sustained pressure of at least 150 psi.

C. Polyvinyl Chloride (PVC Pipe) Class 200 Fluid-Tite gasket joint shall be used on all main lines before individual zone valves.

D. All nipples, pipe connections, bushings, etc. required shall be PVC pipe schedule 80.

E. All pipe extensions for varied height shrub risers and PVC pipe sleeves under paved areas shall be PVC pipe Schedule 40.

2.2 PIPE FITTINGS

A. All pipe fittings on main line (gasket pipe) shall be as follows:

1. For gasketed pipe, all pipe fittings shall be push-on joint, ductile iron water main fittings, class 250, transition gaskets used with PVC pipe. All fittings for gasketed pipe shall be thrust blocked as per detail and of the size recommended by manufacturer of fittings. No solvent weld fittings on main line shall be accepted.

B. For Polyvinyl Chloride (PVC) Pipe Class 200 solvent weld, all fittings shall be PVC Pipe Schedule 40.

2.3 PVC PIPE CEMENT AND PRIMER

A. Provide solvent cement and primer for PVC solvent weld pipe and fittings as recommended by the manufacturer.

B. Solvent weld cement capable of being used under water shall be Uni-Weld 2400 (turf-tite or approved colored substitute) with compatible primer Uni-Weld 8700 HI ETCH Purple Primer or approved colored substitute.

2.4 THREADED CONNECTIONS

A. Threaded PVC Connections shall be made up, using Teflon tape or Teflon pipe dope.

B. Connection between mainline pipe fittings and automatic or manual control valves shall be made using schedule 80 threaded fittings and nipples.

2.5 THRUST BLOCKS

A. Mainline piping shall have thrust blocks sized and placed in accordance with the pipe manufacturer's recommendations and as detailed on the drawings. Thrust blocks shall be a standard poured concrete mix.

2.6 SPRINKLER HEADS

A. All sprinkler heads shall be manufactured by Rain Bird. Provide riser nipples for all heads of the same size as the riser opening in the sprinkler body.

1. Spray heads shall be Rain Bird 1800 Series with check valve and pressure compensating features and nozzle configurations to ensure full coverage. The nozzle extension shall be a 6" or 12" pop-up, or a riser mounted shrub spray head on a varied height Schedule 40 PVC shrub riser.

2. Heavy-duty, closed case rotor shall be Rain Bird R-50 C Series Falcon rotor unless otherwise specified by the Owner (larger areas may require different unit) with a check valve feature and nozzle size and configuration to ensure full coverage. The nozzle extension shall be at least 3" pop-up installed flush with grade or on a varied height Schedule 40 PVC shrub riser.

2.7 MASTER CONTROL SYSTEM

A. Fully integrate the irrigation controls (CCUs, satellite controllers, etc.) specified with the existing Rain Bird MAXICOM system for a fully automatic and properly functioning irrigation system.

2.8 CLUSTER CONTROL UNIT (CCU)

A. The Cluster Control Unit (CCU) shall be provided as the field installed link between the MAXICOM Central and the field satellites and decoders. The CCU shall be microprocessor-based with solid state circuitry capable of interpreting the signal from the MAXICOM Central via telephone service and in turn operating the field satellites and decoders. The CCU shall be a single unit containing an internal modem, central process and control and one (1) encoder module of 28 channels. The CCU shall have the following minimum specifications:

1. Input Circuitry: Input voltage shall be 115 Volt AC + 10%, 60 Hz, and 0.75 Amp.

2. Output Circuitry: Output circuitry shall be 24 Volt AC, 60 Hz, and 1.5 Amp.

3. Phone Interface: The CCU shall connect directly to the telephone company line via a standard Model RJ-11 connector, in full compliance with the FCC Part 68, docket 19528. The CCU shall come complete with an internal auto-answer model capable of at least a 1200 baud transmission rate.

4. CCU-1 Cluster Control Unit: The CCU-1 shall have 28 channels. Each channel shall be capable of operating one (1) field satellite, one (1) output decoder, and one (1) sensor decoder or one (1) pulse decoder.

5. Site Control: The CCU shall respond to commands issued by the MAXICOM Central via the telephone communication link. However, the CCU shall maintain the following control functions at the site:

   a. Absorb and execute irrigation schedules

   b. Collect field data in a data logger

   c. On demand, transmit site status and site log to the MAXICOM Central.

6. Battery Back-Up: The CCU shall have a battery that is capable of maintaining memory.

7. Indicator Lights: The CCU-1 shall provide a row of 14 LED indicator lights and a three-position toggle switch. With the toggle switch in the upper position, a red LED light will signal whether any or all of Channels 1 through 14 are operating. With the toggle switch in the lower position, a red LED light will signal whether any or all of channels 15 through 28 are currently operating.

8. Status Light: A blinking red LED light on the front panel shall indicate that the CCU is receiving AC power and that the microprocessor and solid state circuitry are functioning properly.

9. Field Breaker: The CCU shall have a field breaker switch on its front panel to cut off communication between the unit and the field satellites or decoders along the two-wire

path. The field breaker shall also automatically break the circuit should the unit experience a load greater than 1.5 Amp.

10. Reset Button: A reset button shall be provided on the front panel of the CCU. This reset button shall allow for the immediate shutdown of any field devices in operation and the cancellation of any schedules underway without contacting the MAXICOM Central.

11. Terminal Strip: A three (3) position output terminal strip shall be provided in the CCU for connection of the two leads of the two-wire path as well as a position for connection to a grounding rod.

12. Cabinet: The CCU shall be housed in a weatherproof, lockable cabinet with adequate space for proper lightning protection. The cabinet shall be constructed of stainless steel and shall be manufactured by Rain Bird, Model No. F-68400 or approved equal.

13. Rain Sensors: If the site cannot be monitored by MAXICOM, then a Mini-Clik II model 502 shall be used.

14. Installation: The CCU shall be suitable for mounting on a Model No. F-68400 stainless steel weatherproof pedestal. The pedestal shall be constructed of durable, heavy duty, fabricated steel with baked-on epoxy coat enamel finish. The pedestal shall have two (2) compartments, one for the 117 Volt AC wiring and a second compartment for the low voltage (26.5 Volt AC) two-wire path signal wiring. The pedestal shall be complete with an access door matching key operated lock, and with metal flange and anchor bolts for mounting to a concrete foundation.

15. Surge Arrestors: The surge arrestors shall be as specified for the satellite controllers under Paragraph 2.12, Satellite Controllers, in this section.

16. All electrical components (wire connectors, surge receptacles, etc.) are to comply with National Electrical Codes (NEC) and all are to be UL listed.

2.9 TELEPHONE COMMUNICATION WIRE

A. The telephone communication wire shall be PE-39 a single-jacked cable design with solid insulation intended for duct and direct burial application where protection against water and moisture entry is a critical requirement. Solid annealed copper in 19 gauge, 6-pair. Individual conductors are matched in the manufacturing process to limit resistance unbalance of the paired conductors. Pair twist lats and the relative placement of the pairs are designed to minimize cross-talk and meet the capacitance unbalance limits required for quality telecommunication cable. The entire cable assembly is completely flooded with Waterbloc compound, filling the air space between the insulation conductors.

2.10 SATELLITE CONTROLLERS

A. The irrigation system controller shall be a Rain Bird SBM 12-station satellite control timer, Model No. SBM-1230-SS, unless otherwise noted. The controller shall have long-range communication relay capabilities over five (5) miles.

B. The irrigation controller shall be housed in a weather-proof, lockable stainless steel cabinet and shall be manufactured by Rain Bird, Model No. F-68400 or approved equal.

C. The controller shall have random access of all stations by MAXICOM. The stations are not required to operate in numerical sequence. All SBMs automatically revert to the "stand-by" programs if contact with MAXICOM is lost.

D. The controller shall have the capacity to run up to four stations simultaneously from MAXICOM or SBM for syringing, cooling, etc. with optional relay. Only two wires required for communication link with MAXICOM.

E. The controller shall have manual operation in the field and have 0-30 minute station timing for standby programming flexibility.

F. The controller shall have an electromechanical design. No battery backup and charger required. The stand-by program cannot be lost due to power failure.

G. The power requirements for the controller shall be 120 Volts AC at 1 amp with an output of 2.1 amps at 26.5 Volts. The SBM shall input a minimum 16 Volts AC at 1 milliamp.

H. The dimensions of the control timer are 11-1/2” W x 9-3/4"H x 6-3/4"D.

I. Surge Arrestors:

1. Hubbel surge suppressing receptacle or approved substitute.

2. Surge Arrestor Specifications:

a. The Surge Arrestor shall be a Rain Bird (No. D05100) (or approved substitute) low resistance, in-line, transient voltage surge protector. The unit shall have low clamping level and high current handling capabilities for protection of sensitive electronic devices.

b. The unit shall be completely sealed with epoxy, in a 3/4" diameter stainless steel pipe nipple, making it completely waterproof and suitable for direct burial.

c. The surge unit shall be a two-stage protection device with a common chamber, three element gas tube to assure ultra-fast and balanced clamping. The solid state portion holds the clamping voltage at a very low, safe level. Failure of the unit shall usually be in the "shorted" condition, thus making it easy to trouble shoot and determine when it has failed. When lightning induced or other surges exceed the

breakdown voltage of the arrestor, the device will clamp within nanoseconds. This reduces the surge voltage potential across electronic components, by "shunting" it to the ground, from several thousand volts to a low, safe level.

d. Electrical Characteristics:

(1) Peak Signal/Line Voltage - Line to Line = 50V; Line to Ground = 50V

(2) Maximum allowable DC current per line = 1.5A

(3) Maximum in-line DC resistance - .3 Ohms

(4) DC clamping voltage @ 1mA, typical - line to line = 70V; line to ground = 70 V

(5) Maximum DC leakage current @ 50V - line to line and line to ground = 20uA

(6) Surge clamping voltage, maximum (50 Ohms load)

(a) 8x20us, 1000A current pulse - line to line = 65V; line to ground = 55V

(b) 8x20us, 5000A current pulse - line to line = 75V; line to ground = 70V

(c) 10x1000us, 500A current pulse - line to line = 90V; line to ground = 115V

J. All controllers shall be equipped with a permanent controller connector.

2.11 ELECTRICAL CONTROL VALVES

A. The remote control valve shall be Rain Bird PESB-PRS-B, (or approved substitute with similar and compatible properties and testing) a normally closed 24 volt AC 60 cycle solenoid actuated globe pattern diaphragm type. Valve pressure rating shall be tested to 200 psi. The valve body and bonnet shall be constructed of heavy-duty glass filled nylon. The diaphragm shall be of nylon reinforced nitrile rubber. The scrubber shall consist of a stainless steel cylinder screen and plastic scraper.

B. The valve shall have a pressure regulating module capable for regulating outlet pressure between 15 and 100 PSI (±5 PSI). Module shall have an adjusting screw for setting pressure and a schrader valve connection for monitoring pressure.

C. The valve shall be actuated by a low power 5.5 V.A. 24 volt AC solenoid. The solenoid plunger shall have a "Grit Filter" to insure a positive valve operation.

D. The valve shall have a flow control stem and wheel handle for regulating or shutting off the flow of water and an internal bleed plug for manual operation without electrically energizing the solenoid coil.

E. The valve construction shall be such as to provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

2.12 VALVE BOXES

A. For gate valves, use Tyler No. 6890, Matco, or approved substitute cast iron valve box with cast iron lid. If Re-Use water is being used, then cast iron lid shall be labeled, Re-Use.

B. Drip valve assembles, quick coupler and hose bib, use AMETEK No. 170-106 box or approved substitute; for Re-Use water, substitute with lid No. 173-143. For all electric valves, use AMETEK No. 190-006 box or approved substitute; for Re-Use water, substitute with lid No. 192-110 or approved substitute.

C. For control wiring splices, use AMETEK No. 182-004 box or approved substitute.

D. Valve boxes shall be installed flush with finished grade as detailed on the drawings except in beds, then 3 inches above finished grade.

2.13 IRRIGATION CONTROL WIRE

A. All electrical control, common and ground wire shall be irrigation control cable. All wiring to be used for connecting the automatic remote control valves to the automatic independent station controllers shall be Type "UF", 600 volt, solid copper, single conductor wire with PVC insulation and bear UL approval for direct underground burial feeder cable. All wire connections and splices shall be made with KING SILICON FILLED SAFETY CONNECTORS (King-6T TAN) or approved substitute. Any approved substitute must be capable of direct bury; re-usable, re-enterable, self-crimping. All wire connections and wire splices shall occur in valve boxes.

1. Control wire from independent station controllers to electric valves shall be AWG Size 14/1 and shall not be shared between valves, unless otherwise specified.

2.14 FLOW SENSOR AND PULSE DECODER

A. The flow sensor shall be manufactured by Data Industrial Company, Model No. IR220-SS with Model 600-30 or for dual outlet, use the 600-16, Pulse Output Transmitter. Provide the following accessories:

1. Data Industrial AC Power Adapter #A1006

2. Rain Bird pulse decoder

3. Grounding system with 5 OHMS or less

B. The pulse decoder shall be manufactured by Rain Bird, Model No. F-69300. Use most recent Rain Bird specifications.

2.15 QUICK COUPLER VALVES AND AIR RELIEF VALVES

A. Quick coupler valves shall be 3/4" Rain Bird No. 33DNP Series. Valves to be mounted on tripe O-ring swing joint manufactured by Lasco or Spears, with 315 PSI pressure rating, as shown on detail sheet. Supply one (1) Rain Bird No. 33K Series quick coupler key and one (1) swivel hose ELS for every one to ten quick coupling valves installed.

2.16 BACKFLOW PREVENTION UNITS

A. Backflow prevention units, if required, on domestic water lines, shall be a Febco 825 Series or approved substitute.

PART 3 – NEW INSTALLS

3.1 PIPE INSTALLATION

A. Stake out the location of each run of pipe, sprinkler heads, and valves prior to trenching.

B. Excavation shall be unclassified and shall include all materials whatsoever encountered in the excavation of trenches for pipe installation. The trench shall be of sufficient width and depth for installation of the pipe as indicated herein. Disturbances shall be held to minimum at all existing conditions wherever possible. Bore under existing pavement and sidewalks. No pavement shall be cut without the Owner's permission.

C. Trenches shall be made wide enough to allow a minimum of 4 inches between parallel pipe lines. Parallel lines shall not be installed directly over one another. Lateral lines shall be placed at sufficient depths to provide the minimum cover from finish grade as follows:

1. 18" minimum cover over mainlines.

2. 18" minimum cover over control wires from controller to valves.

3. 12" minimum cover over lateral lines to heads.

4. Maintain all warning signs, shoring, barricades, flares and red lanterns as required by the Safety Orders of the Division of Industrial Safety and any local ordinances and codes.

D. The pipe and fittings shall be inspected before installation in the trench. All rocks over 2" diameter and unsuitable bearing material shall be removed from trench in strict accordance with the manufacturer's recommendations.

1. Solvent welded joints shall be made only on clean, dry, square cut, smooth pipe sections. The fittings shall be "dry" tested for proper size before solvent is applied. The assembly shall proceed in strict accordance with recommended procedures furnished by the manufacturer.

2. Solvent welded pipe sections shall be "snaked" from side to side in the trench to prevent joint rupture due to thermal contraction.

3. Pipe openings shall be plugged during construction to prevent entrance of foreign materials.

E. Backfill shall be carefully placed to avoid pipe dislocation. Backfill material shall be free of rocks, stumps, roots and other unsuitable material. In planting areas, the top six inches (6") shall be suitable planting soil. Backfill shall be placed in six inch (6") lifts and shall be thoroughly compacted by mechanical tamping except in planting areas where planting soil is used. The surface of backfilled trenches shall be even with the surrounding ground surface. Plant locations shall take precedence over sprinkler and pipe locations. Coordinate the routing of lines and final head locations with the placement of trees and shrubs.

3.2 SPRINKLER HEAD INSTALLATION

A. Place all sprinkler heads, adjust all nozzles, spray patterns, and make whatever other adjustments that may be required to give the landscaped areas full, complete and proper coverage and distribution, and to meet all manufacturer's requirements. All such adjustments and additions shall be at the Contractor's expense.

B. Sprinkler heads located along curbs and edges of paving shall be installed 6" from back of curb or paving. Along roadways without curbs, sprinkler heads shall be located 18" from edge of pavement.

C. Sprinkler heads shall be installed as designated on the drawings. Heads shall be installed on triple swing joints. Angled nipple relative to lateral line shall be no more than 45° or less than 10°. The top of all sprinkler heads shall be flush with finish grade or top of curb.

D. All sprinkler head risers above finished grade shall be staked with EMT. Use black UV approved wire ties only.

E. Spacing of heads shall not exceed the minimum indicated on the drawings (unless directed by the Designer). In no case shall the spacing exceed the maximum recommended by the manufacturer.

F. Before sprinkler heads are set, flush foreign matter from the lines.

G. Install using a 1/2" Schedule 80 nipple and triple swing joint as detailed. Rain Bird 1800 Series pop-up spray heads with the SAM-PRS features shall have connections made at the bottom inlet.

3.3 SATELLITE CONTROLLER INSTALLATION

A. Install all automatic satellite controllers for the complete and proper automatic operation of the irrigation system. Electric control valves shall be connected to controller in a clockwise sequence to correspond with station settings noted on the plans beginning with Stations 1, 2, 3, etc. The location of all satellite controllers shall be approved by the Owner prior to installation.

B. All satellite controllers shall be equipped with surge arrestors as specified. Surge protection of 5 OHMS or less is required. If grounding rods will not give the 5 OHMS or less, 150 feet of bare No. 6 wire will be installed 8 inches to 12 inches depth into an irrigated area. This wire will be connected to the ground rod by a brass, single piece clamp. Wire used to connect equipment to grounding rod shall be one (1) size larger than largest wire used on the irrigation system (at same location), and connected with a brass, single piece clamp.

C. To be installed according to the latest Rain Bird specifications.

3.4 CONTROL WIRE INSTALLATION

A. Install control wires minimum 18 inches below finish grade and positioned below and to the side of the mainline. Provide a minimum of 24 inches of looped wire slack at valves and snake wires in trench to allow for contraction of wires. Color-coded wires shall be tied in bundles at 10 foot intervals – each bundle to be taped separately. The wire shall be laid in the trench prior to the installation of the pipe. The wire must be deeper than the mainline pipe.

B. All underground wire splices shall be made at electric valves in valve boxes, using King silicon filled direct bury connectors (KING-6T TAN) per manufacturer's instructions.

C. All wire passing under existing or future paving or construction shall be encased in Schedule 40 PVC conduit extending at least 12 inches beyond edges of paving and stabilized for construction. Any wire in plant beds shall be placed in 3/4 inches Class 160 PVC 18 inches minimum burial. Installation procedures shall conform to all local codes.

D. All 110V electrical wire shall be installed in 2 inches schedule 40 gray conduit.

3.5 IRRIGATION CONTROL WIRE

A. Common and control wires shall not be shared between satellite controllers.

B. Each satellite controller shall have its own separate 12 gauge white common wire.

C. When more than one satellite controller is used, the white common wire for each controller shall be color coded with waterproof electrical tape.

D. Colored coded electrical tape shall be used at all valve connections, splices, and at controller.

E. At each satellite controller each zone valve control wire shall be color-coded. The control wire shall be individually color-coded continuous from valve to controller as follows: (i.e., all zone/valve #1's black, all zone/valve #2's orange, etc.).

1. zone/valve #1: black

2. zone/valve #2: orange

3. zone/valve #3: brown

4. zone/valve #4: solid blue
5. zone/valve #5: green
6. zone/valve #6: red
7. zone/valve #7: purple
8. zone/valve #8: pink
9. zone/valve #9: yellow
10. zone/valve #10: tan
11. zone/valve #11: gray
12. zone/valve #12: blue w/white stripe

F. Should more than twelve (12) different color-coded wires be required, the Contractor shall provide colored electrical marker tape color coded to match controller common wire noted in Item 4 above (i.e., all zone/valve #13's black with color tape to match common wire color-coded tape, all zone/valve #14's orange with color tape to match common wire color coded tape, etc.):

1. zone/valve #13: black with white stripe
2. zone/valve #14: orange with tape
3. zone/valve #15: brown with tape
4. zone/valve #16: solid blue with tape
5. zone/valve #24: blue with red stripe

G. Electrical tape shall be securely fastened to control wires at the required 10' intervals and at all valve connections, splices and at the controller. Verification of wire types and installation procedures shall be checked to conform to local codes.

3.6 VALVE AND VALVE BOX INSTALLATION

A. Quick Coupling Valves: Installed on mainline pipe every 200 ft. The connection between the main line and quick coupler valve shall be with a threaded Schedule 80 PVC pipe and a triple O-ring swing joint.

B. Electric Control Valves: Installed in specified valve boxes at the depth specified on the drawings. The valve box shall have 6" layer of 3/4" pea gravel installed below the bottom of the valve. Assure percolation beneath the valve box by approved methods. The valve shall be connected to the main line with Schedule 80 PVC extensions as necessary to ensure valve is properly positioned in the valve box as shown in the details. Electric control valves shall be installed where shown and grouped together where practical (NO MORE THAN 2 ITEMS PER SERVICE TEE). Place valve box no

closer than 3 feet from edges of sidewalks, walk edges, buildings and walls, and no closer than 7 feet from the back of curb along roadways or centerline of swales. Adjust the valve to avoid positioning in centerlines of swales. Adjust the valve to provide flow rate or rated operating pressure required for each sprinkler circuit.

3.7 PAINT

A. Exterior alkyd enamel, flat black, shall be used on above ground PVC risers and other designated irrigation equipment.

B. All metal fittings or components are to be painted with a tar based paint or a 2-part epoxy paint.

C. Refer to Division 7, Section Painting for coating requirements.

3.8 FIELD QUALITY CONTROL

A. Any malfunctions, deficiencies, breaks, damages, disrepair, or other disorder due to materials, workmanship, or installation shall be immediately corrected.

3.9 PIPE AND WIRE SLEEVES

A. New Sleeves: Install irrigation system pipe and wire sleeves conforming to the following:

1. All pipe sleeves shall have an inside diameter of at least 2" greater than the outside diameter of the pipe or wire bundle it is to hold.

2. All pipe sleeves shall extend a minimum of 36" beyond the edges of pavement, and be protected from soil intrusion.

3. All pipe sleeves to be installed beneath future/existing road surfaces shall be PVC Pipe Schedule 40 or jack and bore steel pipe as per FDOT specifications and as shown on plans.

4. All irrigation system wires shall be sleeved separately from main or lateral lines.

5. All pipe sleeves shall be installed at the minimum depth specified for mainlines, lateral lines, and electric wire.

6. Coordinate all pipe sleeve locations and depths prior to initiating installation of the irrigation system.

7. Adjust the system layout as necessary to properly align with all pipe sleeves.

B. Existing Sleeves: Verify location of existing sleeves and notify OAR of any discrepancies.

3.10 TELEPHONE COMMUNICATION WIRE

A. Coordinate equipment, labor, conduit, telephone communication wire, connections, etc. for the direct connection with existing telephone lines and all of the irrigation system's CCUs, satellite

controllers, and sensor/pulse decoders as specified. All work shall be fully coordinated with the telephone company and the Owner, and conform in strict accordance with all applicable codes.

B. All telephone communication wire shall be installed with no underground splices unless unavoidable. All underground communication splices that are required shall be made in a applicable PVC junction box as specified for easy access. All wire splices shall be made to AT&T telephone specifications using the "Scotch Lok," or approved U.L. substitute, phone wire connector for 19-gauge telephone wire (ULG or UAL) in a 3M Scotchcast 82-A2 (or substitute “super” serviseal or “Ranger” serviseal products) or larger epoxy splice kit. All wire shall be installed in trenches and shall be carefully backfilled to avoid any damage. The wire shall be installed a minimum of 18" below finished grade.

C. The Contractor shall provide complete, continuous and non-interrupted telephone wire connection terminating at telephone point of connection on one end and extending to and terminating at each satellite controller, CCU and sensor/pulse decoder as shown on the drawings.

D. After each telephone communication wire has been installed and before connections are made to satellite controllers, CCUs and sensor/pulse decoders terminal strips, temporarily "wire nut" each two wire pair together.

E. EACH controller shall be individually tested for leaks to ground by using an OHM meter. With nothing connected to the 2-WIRE pair (NOT connected to the CCU unity or to any field satellites), check each wire individually using a properly functioning OHM meter. Set meter to the 10K OHM (1000) scale. Measure from each wire to earth ground, ONE AT A TIME. Use the earth ground network or drive a metal probe into the ground for the meter connection to earth ground. Also check from one conductor to the other, using the same OHM scale. In ALL cases, the meter reading should show NO connection or leakage to ground, showing a meter reading of 1 Mega OHM or higher. If any lower reading is experienced, the wire fault will need to be corrected before connecting satellite controllers, pulse decoders, or CCUs to it. All underground splices in junction boxes MUST be buried in the soil, during the test and water settled. After the test is completed, splices shall be removed and cleaned from the soil and left exposed in the junction box for future access. In all cases, the total loop residence of telephone communication wire to any CCU, satellite controller, and sensor/pulse decoders shall not exceed 1500 OHMs.

F. All telephone communication wire circuits shall have either standard AT&T lightning protection or be equipped at both ends with a MSP-1 Rain Bird (or approved substitute) surge arrestor properly grounded as specified if underground run exceeds twenty (20) feet.

3.11 FLOW SENSOR AND PULSE DECODER

A. Where new pump station is being installed or an existing pump station is being connected to, provide flow sensor and pulse decoder compatible with Owners MAXICOM system.

B. Extend and connect the communication wire from the point of connection indicated on the plan at the pulse decoder to the closest SBM controller. The complete flow monitoring system specified herein for the irrigation system's mainline shall be fully integrated into the existing Rain Bird MAXICOM Master Irrigation Control System.

3.12 GATE VALVES

A. Gate valves shall be a Push-on O-Ring (10RT Gate Valve Resilient Wedge, N.R.S., Ring-tite Ends Muller or Wibco). All gate valve boxes shall be installed flush with finished grade. Assure percolation beneath the gate valve box by approved methods. Gate valves shall be installed inside valve boxes as previously specified and as detailed on the drawings.

3.13 POINT OF CONNECTION

A. Point of connection for the irrigation system shall be at the existing irrigation mainlines. Connect proposed irrigation mainlines and extend the main lines as required, providing a watertight connection by approved methods. Future points of connection shall be provided by the contractor as shown on the plans.

3.14 TESTING

A. Prior to backfilling of mainline fittings, fill the mainline piping with water and purge the air from the piping by operating all the sprinkler control valves one or more times or such other means as may be necessary. A small, high pressure pump or other means of maintaining a continuous water supply shall be connected to the mainline and set so as to maintain 150 PSI in the mainline system for two (2) hours without interruption. When this has been accomplished and while the pressure in the system is still 150 PSI.

1. Pressure readings shall be noted and make up water usage shall be recorded. Should the rate of make up water usage indicate significant leakage, the source of such leakage shall be found and corrected and the system then retested.

2. Lateral line testing shall be conducted during the operating testing of the system by checking visually the ground surface until no leaks in this portion of the system are evident.

B. Maintain the irrigation system, including but not limited to, adjustments, repairs, integration with the master control system, etc.

C. Test all grounding systems. Grounding systems shall measure 5 OHMS or less when measured with vibrasound equipment.

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 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))

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 Discounts

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

4.7 Pricing

All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of the 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.

4.8 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.

4.9 Taxes

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

4.10 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.

4.11 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.

4.12 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.

4.13 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 60 days prior notice.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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), and 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

4.24 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.

4.25 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.

4.26 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).

4.27 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_agencyresources/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. Prior to award, the apparent low Bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Department. 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 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 Supervision of Contract Performance

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

4.39 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.

4.40 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.

4.41 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 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.

4.42 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) 825-2032; EMAIL ADDRESS,** PUBLICRECORDS@GOAA.ORG**; 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 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**

4.46 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 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.

k. **Additional FEMA Requirements:** The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity Contracts. FEMA, pursuant to this Aviation Authority, requires or recommends 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-fed 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 Aviation Authority to bind the company.

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

b. If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's Aviation 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.

c. 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 Aviation Authority, and **HELPING HAND LAWN CARE, LLC,** hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, materials, supplies, tools, equipment, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landside terminal landscape maintenance and irrigation services under **Purchasing Bid 05-22, Landside Terminal Landscape Maintenance and Irrigation Services, at the Orlando International Airport,** *in accordance with the Contract Documents which consist of the Contract, Bid Price Form Pages, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the 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(s)** subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

IN WITNESS WHEREOF, the said **GREATER ORLANDO AVIATION AUTHORITY** has caused this Contract to be executed in its name by its Chief Executive Officer, 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:

Helping Hand Lawn Care LLC
_____
(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: 30 November 2024

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS

that_____
_____, hereinafter called Principal, and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of **One Million One Hundred Fifty Thousand Dollars ($1,150,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for **Purchasing Bid 05-22, Landside Terminal Landscape Maintenance and Irrigation Services, at the 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 Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

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

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

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

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

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

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

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

_____
Secretary

(Corporate Seal)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: 30 November 2024

AGGREGATE AMOUNT:**$1,150,000.00**

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

Dear Sir or Madam:

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

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

A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain **Contract 05-22, Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport**, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Agreement"); and

B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or

C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

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

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

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

_____
(Bank Name)

By: _____
(Signature)

Address: _____

_____

Telephone No.:_____

Fax No.:_____

E-Mail Address: _____

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

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

A. _____[Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain **Contract 05-22, Landside Terminal Landscape Maintenance and Irrigation Services at Orlando International Airport,** by and between the Company and the Aviation Authority (the "Agreement").

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

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

Dated this _____ day of _____, 20____.

GREATER ORLANDO AVIATION AUTHORITYY

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 **11:00 am, Tuesday, June 29, 2021,** in sealed envelopes bearing the words **"Purchasing Bid 05-22, Landside Terminal Landscape Maintenance and Irrigation 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 Bid Price Form Excel spreadsheets shall not be recorded in PDF.

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

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

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

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.
- Attachment C - Addendum Receipt Verification Form. If an Addendum(s) is issued.
- Attachment D - Bidder’s Questionnaire. 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 - No Bid Response Form.

Attachment A - Bidder's Certification Form

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 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.

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 05-22 Landside Terminal Landscape Maintenance & Irrigation 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 7.

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

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

The Bidder agrees to provide all labor, supervision, materials, supplies, tools, equipment, licenses, permits, chemicals, and all other items necessary or proper for, or incidental to, performing landside terminal landscape maintenance and irrigation services in accordance with the Specification covered by this Bid and the Contract Documents.

Landside Terminal Landscape Maintenance and Irrigation 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 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 _____

_____
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 as listed on SunBiz

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 the Resume of On-Site Manager
b. Provide the Resume of Lead Irrigation Technician
c. Provide the License of Certified Pesticide Operator
d. Provide the License of Arborist licensed by the International Society of Arboriculture
e. What is the current number of company employees?
f. Will Additional Staff be hired to meet contract requirements?

5. SCHEDULE

Include the schedule proposed to complete the services as referenced in Section Three, Scope of Work , shall include the manhours and equipment.

6. TOOLS AND EQUIPMENT

a. What equipment do you own that will be utilized on this Contract? **Attach List Include make, model and year of equipment,** include support equipment such as trucks and trailers.

b. If awarded this Contract, how will you meet the equipment requirements?
- ☐ Use current owned equipment
- ☐ Lease equipment to meet requirements
- ☐ Purchase additional equipment

7. LOCAL SERVICE FACILITY, IF APPLICABLE

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

8. REFERENCES

List a minimum of three (3) customers for the services specified in the solicitation in the spaces provided. References shall be for work **substantially similar in scope and magnitude** satisfactorily 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:

_____
Company

_____
Signature

_____
Print Name

_____
Title

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: _____

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: B05-22 Landside Terminal Landscape Maintenance I Irrigation Services

(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)

	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: : B05-22 Landside Terminal Landscape Maintenance & Irrigation Services

(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)

	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

ATTACHMENT J

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:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	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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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.

Attachment K – 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 No 05-22. Landside Terminal Landscape Maintenance and Irrigation Services for Orlando International Airport, opening at 11:00 a.m. on Tuesday, June 29, 2021,** 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