GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)
24-376-IFB

TERMINAL C TRAILER COMPLEX JANITORIAL MAINTENANCE SERVICES

A DIRECT PROCUREMENT FOR A LOCAL DEVELOPING BUSINESS

Contract Term:	**July 1, 2024, to July 1, 2029**
Contractor:	**American Janitorial Maintenance & Services Inc.**
Department:	**Facilities Department**

Contract

This Agreement/Contract is made and entered into effective as of **July 1, 2024** , by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and **AMERICAN JANITORIAL MAINTENANCE & SERVICES** , hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing **Terminal C Trailer Complex Janitorial Maintenance** to, performing its obligations under **24-376-IFB** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Price 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 Solicitation, each of which are incorporated herein by this reference.

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

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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

By: 

Name / Title: Kevin J. Thibault, CEO

Date: Jul 15, 2024

AMERICAN JANITORIAL MAINTENANCE & SERVICES INC.

By: 

Name / Title: Alejandro F Brito

Date: Jul 8, 2024

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the Greater Orlando Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By: Jo O. Thacker

Date: Jul 10, 2024

American Janitorial Maintenance & Services Inc | ***5 Year Contract Total*** | **$921,839.50**

Trailer Complex Janitorial Maintenance Services - Year 1						
Line Item	All Trailers	Days Per Year	UOM	Daily Cost	Annual Price	No. Sq Ft
1	11338 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
2	11338 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
3	11338 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
4	11340 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$31.50	$4,914.00	4900
5	11340 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$31.50	$3,276.00	4900
6	11340 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$31.50	$126.00	4900
7	11308 Terminal C Service Road (15) Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
8	11308 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
9	11308 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
10	11312 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
11	11312 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
12	11312 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
13	11344 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
14	11344 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
15	11344 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
16	11314 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
17	11314 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
18	11314 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
19	11346 Terminal C Service Road Daily Cleaning (3x per Week)	155	days per year	$44.10	$6,835.50	4900
20	11346 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
21	11346 Terminal C Service Road Cycle Cleaning (4x per Week)	4	days per year	$44.10	$176.40	4900
22	11350 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
23	11350 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900

24	11350 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
25	11352 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
26	11352 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
27	11352 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
28	11316 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
29	11316 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
30	11316 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
31	11318 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
32	11318 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
33	11318 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
34	11322 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
35	11322 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
36	11322 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
37	11324 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
38	11324 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
39	11324 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
40	11328 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
41	11328 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
42	11328 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
43	11306 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
44	11306 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
45	11306 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
46	11336 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
47	11336 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
48	11336 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
	Total				**$182,907.90**	

Additional Services - Year 1					
Line Item	Description	Number Hrs	UOM	Hourly Rate	Total
1	Additional Services	100	Hours	$13.00	$1,300.00
	Total				**$1,300.00**

Trailer Complex Janitorial Maintenance Services - Year 2						
Line Item	All Trailers	Days Per Year	UOM	Daily Cost	Annual Price	No. Sq Ft
1	11338 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
2	11338 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
3	11338 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
4	11340 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$31.50	$4,914.00	4900
5	11340 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$31.50	$3,276.00	4900
6	11340 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$31.50	$126.00	4900
7	11308 Terminal C Service Road (15) Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
8	11308 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
9	11308 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
10	11312 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
11	11312 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
12	11312 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
13	11344 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
14	11344 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
15	11344 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
16	11314 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
17	11314 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
18	11314 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
19	11346 Terminal C Service Road Daily Cleaning (3x per Week)	155	days per year	$44.10	$6,835.50	4900
20	11346 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
21	11346 Terminal C Service Road Cycle Cleaning (4x per Week)	4	days per year	$44.10	$176.40	4900

22	11350 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
23	11350 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
24	11350 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
25	11352 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
26	11352 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
27	11352 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
28	11316 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
29	11316 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
30	11316 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
31	11318 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
32	11318 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
33	11318 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
34	11322 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
35	11322 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
36	11322 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
37	11324 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
38	11324 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
39	11324 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
40	11328 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
41	11328 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
42	11328 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
43	11306 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
44	11306 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
45	11306 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
46	11336 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900

47	11336 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
48	11336 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
	Total				**$182,907.90**	

Additional Services - Year 2					
Line Item	**Description**	**Number Hrs**	**UOM**	**Hourly Rate**	**Total**
1	Additional Services	100	Hours	$15.00	$1,500.00
	Total				**$1,500.00**

Trailer Complex Janitorial Maintenance Services - Year 3						
Line Item	**All Trailers**	**Days Per Year**	**UOM**	**Daily Cost**	**Annual Price**	**No. Sq Ft**
1	11338 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
2	11338 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
3	11338 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
4	11340 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$31.50	$4,914.00	4900
5	11340 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$31.50	$3,276.00	4900
6	11340 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$31.50	$126.00	4900
7	11308 Terminal C Service Road (15) Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
8	11308 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
9	11308 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
10	11312 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
11	11312 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
12	11312 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
13	11344 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
14	11344 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
15	11344 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
16	11314 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
17	11314 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
18	11314 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900

19	11346 Terminal C Service Road Daily Cleaning (3x per Week)	155	days per year	$44.10	$6,835.50	4900
20	11346 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
21	11346 Terminal C Service Road Cycle Cleaning (4x per Week)	4	days per year	$44.10	$176.40	4900
22	11350 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
23	11350 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
24	11350 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
25	11352 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
26	11352 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
27	11352 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
28	11316 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
29	11316 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
30	11316 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
31	11318 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
32	11318 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
33	11318 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
34	11322 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
35	11322 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
36	11322 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
37	11324 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
38	11324 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
39	11324 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
40	11328 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
41	11328 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
42	11328 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
43	11306 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900

44	11306 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
45	11306 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
46	11336 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
47	11336 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
48	11336 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
	Total				**$182,907.90**	

Additional Services - Year 3					
Line Item	**Description**	**Number Hrs**	**UOM**	**Hourly Rate**	**Total**
1	Additional Services	100	Hours	$15.00	$1,500.00
	Total				**$1,500.00**

Trailer Complex Janitorial Maintenance Services - Year 4						
Line Item	**All Trailers**	**Days Per Year**	**UOM**	**Daily Cost**	**Annual Price**	**No. Sq Ft**
1	11338 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
2	11338 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
3	11338 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
4	11340 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$31.50	$4,914.00	4900
5	11340 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$31.50	$3,276.00	4900
6	11340 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$31.50	$126.00	4900
7	11308 Terminal C Service Road (15) Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
8	11308 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
9	11308 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
10	11312 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
11	11312 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
12	11312 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
13	11344 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
14	11344 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
15	11344 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900

16	11314 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
17	11314 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
18	11314 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
19	11346 Terminal C Service Road Daily Cleaning (3x per Week)	155	days per year	$44.10	$6,835.50	4900
20	11346 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
21	11346 Terminal C Service Road Cycle Cleaning (4x per Week)	4	days per year	$44.10	$176.40	4900
22	11350 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
23	11350 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
24	11350 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
25	11352 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
26	11352 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
27	11352 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
28	11316 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
29	11316 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
30	11316 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
31	11318 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
32	11318 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
33	11318 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
34	11322 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
35	11322 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
36	11322 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
37	11324 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
38	11324 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
39	11324 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
40	11328 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900

41	11328 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
42	11328 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
43	11306 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
44	11306 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
45	11306 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
46	11336 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
47	11336 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
48	11336 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
	Total				**$182,907.90**	

Additional Services - Year 4					
Line Item	**Description**	**Number Hrs**	**UOM**	**Hourly Rate**	**Total**
1	Additional Services	100	Hours	$15.00	$1,500.00
	Total				**$1,500.00**

Trailer Complex Janitorial Maintenance Services - Year 5						
Line Item	**All Trailers**	**Days Per Year**	**UOM**	**Daily Cost**	**Annual Price**	**No. Sq Ft**
1	11338 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
2	11338 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
3	11338 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
4	11340 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$31.50	$4,914.00	4900
5	11340 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$31.50	$3,276.00	4900
6	11340 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$31.50	$126.00	4900
7	11308 Terminal C Service Road (15) Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
8	11308 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
9	11308 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
10	11312 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
11	11312 Terminal C Service Road Daily Cleaning (2x per Week)	104	days per year	$44.10	$4,586.40	4900
12	11312 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900

13	11344 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
14	11344 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
15	11344 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
16	11314 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
17	11314 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
18	11314 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
19	11346 Terminal C Service Road Daily Cleaning (3x per Week)	155	days per year	$44.10	$6,835.50	4900
20	11346 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
21	11346 Terminal C Service Road Cycle Cleaning (4x per Week)	4	days per year	$44.10	$176.40	4900
22	11350 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
23	11350 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
24	11350 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
25	11352 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
26	11352 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900

27	11352 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
28	11316 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
29	11316 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
30	11316 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
31	11318 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
32	11318 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
33	11318 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
34	11322 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
35	11322 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
36	11322 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
37	11324 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
38	11324 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
39	11324 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
40	11328 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
41	11328 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
42	11328 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
43	11306 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
44	11306 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
45	11306 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
46	11336 Terminal C Service Road Daily Cleaning (3x per Week)	156	days per year	$44.10	$6,879.60	4900
47	11336 Terminal C Service Road Trash Removal (2x per Week)	104	days per year	$44.10	$4,586.40	4900
48	11336 Terminal C Service Road Cycle Cleaning (4x per Year)	4	days per year	$44.10	$176.40	4900
	Total				**$182,907.90**	

Additional Services - Year 5					
Line Item	**Description**	**Number Hrs**	**UOM**	**Hourly Rate**	**Total**
1	Additional Services	100	Hours	$15.00	$1,500.00
	Total				**$1,500.00**

GREATER ORLANDO AVIATION AUTHORITY
Innovation Connecting the World

ADDENDUM NO: 1

SOLICITATION NO. 24-376-IFB
TRAILER COMPLEX JANITORIAL MAINTENANCE SERVICES

RESPONSE DEADLINE:
APRIL 2, 2024, 11:00 A.M. EST

This addendum forms a part of the Solicitation Documents described above. The original Solicitation Documents remain in full force and effect except as modified by the following which shall take precedence.

ITEM 1. **Question:** Are only companies who are located in Orange, Osceola, Lake, or, Seminole Counties eligible to bid and be awarded?
Answer: *This solicitation has been designated as Local Developing Business (LDB) Direct, meaning that it is exclusively for LDB-certified firms. An LDB is an active operating business domiciled in the Orlando Standard Metropolitan Statistical Area, which includes the counties of Orange, Seminole, Osceola, and Lake. The Respondent's certification of eligibility as a LDB should be obtained prior to submission of their Response. During the Solicitation process, Respondents may contact the Office of Small Business Development for any questions or information concerning the LDB Program. Contact Number is (407)* 825-7133

ITEM 2. **Question:** Who is the current provider? What is the current billing?
Answer: *The current Contractor is American Janitorial Maintenance and Services, Inc. For billing information, Submit a Public Records Request to obtain this information. Public Records Request Portal*

ITEM 3. **Question:** Who is the incumbent on this Contract? What is the value of their contract?
Answer: *The current Contractor is American Janitorial Maintenance and Services, Inc. The current value of the Contract is $753,860, a three year term with two one year renewal terms.*

*** * * * * * * END OF ADDENDUM NO: 1 * * * * * * ***

Janice K. Hughes
Janice K. Hughes, CPPB
Assistant Manager – Continuing Services
Procurement Services
Janice.Hughes@goaa.org

Date: March 7, 2024

GREATER ORLANDO AVIATION AUTHORITY
Innovation Connecting the World

ADDENDUM NO: 3

SOLICITATION NO. 24-376-IFB
TERMINAL C TRAILER COMPLEX JANITORIAL MAINTENANCE SERVICES
RESPONSE DEADLINE:
APRIL 9, 2024

This addendum forms a part of the Solicitation Documents described above. The original Solicitation Documents remain in full force and effect except as modified by the following which shall take precedence.

ITEM 1. **Question:** What is GOAA's payment terms?
Answer: **See IFB, Section 2.12 d. The Aviation Authority shall pay the undisputed amount of the Contractor's Invoice per the Florida Prompt Payment Act.**

ITEM 2. **Question:** Please provide dispenser counts for the following: a. Toilet Seat Covers; b. Feminine Bags
Answer: a. Toilet Seat Cover Dispenser Count is 48; b. Feminine Bag Container Count is 32.

ITEM 3. **Question:** Is the exterior cleaning of the windows included in the SOW?
Answer: Reference Section 3.10 c., Window Cleaning. Exterior windows will be cleaned during the pressure washing process.

ITEM 4. **Question:** Please confirm if the current contract is the same SOW as this RFP.
Answer: The Scope of Services has been updated to meet the Aviation Authority needs.

ITEM 5. **Question:** Please provide where are the dumpster located where trash will be disposed.
Answer: The dumpster for this location is on site at the Trailer Complex.

ITEM 6. **Question:** On the Pricing Table, how should we include the 2 x per year cost for the pressure washing? The way the Pricing Table is outlined it only allows for the 4 x per year cycle cleaning of the carpets and waxing.
Answer: Include the price of the pressure washing in your price for Cycle Cleaning on the Pricing Table. Please note during the kick-off meeting, the price for the pressure washing for invoicing purposes shall be provided to the AAR.

Janice K. Hughes

Janice K. Hughes, CPPB
Assistant Manager – Continuing Services
Procurement Services
Janice.Hughes@goaa.org

Date: March xx, 2024

UF IFAS
UNIVERSITY of FLORIDA

GV405690-1
Certificate #

GV405690
Trainee ID #

Florida-Friendly Landscaping™ GI-BMP PROGRAM

Certificate of Training
Best Management Practices
Florida Green Industries

The undersigned hereby acknowledges that

Alejandro Fidel Brito

has successfully completed the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Tom Wichman	S. Haddock	2/20/2018	Esen Momol, Ph.D.
GI-BMP Statewide Coordinator	Instructor	Date of Class	Director Florida-Friendly Landscaping™ Program

International Window Cleaning Association

Certificate of Completion

This Certificate Hereby Confirms that

Alejandro Brito

American Janitorial & Maintenance Service

Successfully Completed Attendance at the IWCA Safety Training Seminar Held in Orlando, FL – November 8, 2014 and was Duly Instructed in the Following:

- ***Planning Ahead through Pre Work Site Assessments***
- ***General Safety Instruction-Including Chemical Use, Extension Pole & Ladder Safety***
- ***Equipment Inspection & Maintenance***
- ***Fall Protection***
- ***Use, Care & Maintenance of Rope Descending Systems***
- ***Identifying Anchorage Points & Basic Rigging Techniques***
- ***Self & Partner Rescue Demonstration***
- ***Aerial Man Lift Safety Demonstration***

The mission of the IWCA is to educate and assist its members in developing professionalism, ethics and standards of safety; to actively represent the concerns and interests of window cleaning companies to international, national, state and local regulatory agencies; to promote the welfare of the industry through advocacy, education, training and community involvement; and to be recognized as the premier association for the window cleaning industry.

Executive Director

Safety Director

ACADEMY OF CLEANING EXCELLENCE

Academy of Cleaning Excellence

CERTIFICATE OF GRADUATION

This individual now has the knowledge and conceptual ability to apply Best Practices in infection prevention, after completing the Accredited Infection Prevention Expert certification course from the Academy of Cleaning Excellence.

alejandro brito

GRADUATING FROM

Accredited Infection Prevention Expert

Date: 2020-08-04

Serial No.

cert_99kyvth6

Certificate of Completion

Alejandro F. Brito

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

07/01/2022	15	Michael A. Hard	41818
Date Expires	FDOT Provider #	Instructor	Certificate #

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

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

www.motadmin.com

Duns #
065013867

OSHA 000400241

U.S. Department of Labor
Occupational Safety and Health Administration

ALEJANDRO BRITO

has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety & Health

(Trainer) 3-27-94 (Date)

Certificate of Completion

Alejandro F. Brito

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

07/01/2022	15	Michael A. Hard	41818
Date Expires	FDOT Provider #	Instructor	Certificate #

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

FDOT

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

www.motadmin.com

This Certifies that

Alejandro F. Brito

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

Date Expires: 07/01/2022 **Certificate #** 41818

Instructor: Michael A. Hard **FDOT Provider #** 15

United Safety Council
Phone: 407-897-4456
1503 E. Colonial Drive
Orlando, FL 32803
unitedsafetycouncil.com
gvister@floridasafety.org

Safety Council

Duns #
065013867

OSHA 000400241

U.S. Department of Labor
Occupational Safety and Health Administration

ALEJANDRO BRITO

has successfully completed a 10-hour Occupational Safety and Health Training Course in

Construction Safety & Health

(Trainer) 3-17-94 (Date)

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

June 27, 2022

Ms. Felicita Peguero
American Janitorial Maintenance & Services, Inc.
600 North Thacker Ave.
Suite D47
Kissimmee, FL 32741

Local Developing Business (LDB) & Minority/Women Business Enterprise (M/WBE) Certification
Expiration Date: June 19, 2025

Dear Ms. Peguero:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) is pleased to announce that your firm, **American Janitorial Maintenance & Services, Inc.** has been certified as both a **Local Developing Business (LDB) & Minority/Women Business Enterprise (M/WBE)**, under the Authority's Local Developing Business (LDB) & Minority/Women Business Enterprise Policies.

LDB & M/WBE certifications are 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 Small Business Enterprise (SBE) or Veteran Business Enterprise (VBE) Policies.

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

Your company's **LDB and M/WBE** certifications with the Authority will be effective through **June 19, 2025.** For re-certification at the end of this period you must reapply for **LDB** and **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 certifications.**

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 and 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

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

July 5, 2023

Ms. Felicita Peguero
American Janitorial Maintenance & Services, Inc.
600 North Thacker Ave.
Suite D47
Kissimmee, FL 32741

Disadvantaged Business Enterprise (DBE) Certification
Anniversary Date: June 19, 2024

Dear Ms. Peguero:

The Small Business Development Department of the Greater Orlando Aviation Authority (Authority) has reviewed the **No Change Declaration (NCD)** along with the supporting documentation, submitted on behalf of **American Janitorial Maintenance & Services, Inc.** to determine whether the entity continues to meet the **Disadvantaged Business Enterprise (DBE)** eligibility requirements of **49 CFR, PART 26.** I am pleased to inform you that your firm remains eligible for **DBE** certification in accordance with **49 CFR, Part 26.**

Your firm has been certified under the North American Industry Classification System (NAICS) Codes listed on page 2 of this letter.

Your firm will be listed in **Florida's Unified Certification Program (UCP) DBE Directory** which can be accessed via the Florida Department of Transportation's (FDOT) website at https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory. As long as the firm is listed as a **DBE** in Florida's UCP DBE Directory, it is considered **DBE** Certified by all Members of the Florida UCP.

DBE certification is NOT a guarantee of work, but enables the firm to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA, and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

DBE certification is continuing from the date of this letter. However, it is contingent upon the firm renewing its eligibility annually. Your current Anniversary Date is **June 19, 2024.** For continued eligibility, a **No Change Declaration (NCD)** form must be submitted to our office annually. While we will make every attempt to notify you prior to the anniversary date of your certification, it is ultimately your responsibility to provide a NCD to our office. You may complete your NCD online at https://goaa.diversitycompliance.com. To help facilitate the processing of your NCD prior to your anniversary date, **please submit your NCD and all required documentation ninety (90) days in advance of your anniversary date.** Failure to timely submit your annual NCD may result in the removal of your firm as a **DBE.**

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

July 5, 2023

Felicita Peguero
American Janitorial Maintenance & Services, Inc.

American Janitorial Maintenance & Services, Inc. is Disadvantaged Business Enterprise (DBE) Certified by the Greater Orlando Aviation Authority under the following NAICS Commodity Codes/Area(s) of Specialty:

NAICS 561720: JANITORIAL SERVICES
NAICS 561730: LANDSCAPE CARE AND MAINTENANCE SERVICES

Congratulations on your certification. Your anniversary date is **June 19, 2024.** Please contact our office at 407-825-7133 or certifications@goaa.org if you have any questions or if we can be of any assistance.

Sincerely,



Yovannie Rodriguez, Esq. AAE
Chief Administrative Officer


UNITED ASSOCIATION OF
UAMCC
CERTIFIED
MOBILE CONTRACT CLEANERS
Alejandro Brito
American Janitorial MS
Florida
Membership # 2595

BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT

EXPIRATION
SEPTEMBER 30, 2024

ACCOUNT NO.
126753

2024

BUSINESS TYPE:
4090 CLEANING SERVICE

09/06/2023
Oper DG
Till 90
Paid 30.00
Rcpt.#9002627

133788

TRANSFER	0.00
ORIGINAL TAX	30.00
AMOUNT	0.00
PENALTY	0.00
COLLECTION COST	0.00
TOTAL	30.00

BUSINESS:

American Janitorial Maintenance & Services, Inc.
600 N. Thacker Ave. Suite D47
Kissimmee, FL 34741

Location:
CITY OF KISSIMMEE

Janitorial Service

Bruce E. Vickers

BRUCE VICKERS CFC, TAX COLLECTOR
P.O. BOX 422105, KISSIMMEE FL 34742-2105
407-742-4000

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to $250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

American Janitorial Maintenance & Services, Inc.
600 N. Thacker Ave. Suite D47
Kissimmee, FL 34741

Alejandro Brito

1111 Brownstone Dr.
Kissimmee FL 34744
Ph. 786-487-5118
Americanjms@gmail.com

Objective

- Personal Data

Education

- Major: Technical Associate Degree in Thermodynamics

Skill & Abilities

- MOTT Certified
- BPM Certified
- OSHA Certified
- EPA Certified
- Pressure Washer & Window Cleaning Certified
- Sealer Certified

Sales

- Florida Real State License

Experience

- Project Manager
  American Janitorial and Maintenance Services Inc
  05/2013 to Present

- 5 Years of experience of cleaning & supervising South Trailer Complex at GOAA
  2019 to the Present

- 5 Years of experience of cleaning and maintenance at GOAA Parking Garage and Electrical Voll
  2013- 2018

6.0 RESPONSE SUBMITTALS/ ATTACHMENTS

Vendors interested in providing the services shall submit their responses via e-Procurement Platform system. Once Vendors register with OpenGov, Vendors will submit their response securely before the solicitation deadline:

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

By clicking the **PARTICIPATE BUTTON** under the solicitation. Responses submitted on the e-Procurement Platform with OpenGov, the response will remain locked and inaccessible by the Aviation Authority's Procurement Staff until the solicitation deadline.

Response Submittals

This Solicitation will be awarded to a responsible, responsive Respondent, qualified by experience to provide the work specified. Failure to submit the below requested information **may result in your Response being determined non-responsive and not considered for award**, be cause for rejection of your Response.

The Respondent shall submit the following information with the Response. It is recommended to use the list below as a checklist for your submittal.

__x__ **1.** Respondent's Certification Form

__x__ **2.** Respondent's Questionnaire

a) References' Form

b) Copies of licenses/certificates

__x__ **3.** Conflict of Interest Disclosure Form

__x__ **4.** Scrutinized Company Certification Form

__x__ **5.** E-Verification Certification Form

__x__ **6.** LDB Participation Forms

__x__ **7.** Current W-9

__x__ **8.** Proof of Insurance

1) Respondent's Certification

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

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

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

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

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

Company AMERICAN JANITORIAL MAINTENANCE & SERVICES INC	***Sworn to and subscribed before me by means of:***
	☐ ***physical presence or*** ☐ ***online notarization***
Respondent's Signature ALEJANDRO BRITO	***this day of*** APRIL 5 ***20*** 24
Print Name and Title	***by*** ALEJANDRO BRITO ***who is***
PRESIDENT	☑ **Personally Known; or** ☐ **Produced Identification. Type of identification produced:**
Address:	***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05]***
600 N. THACKER AVE. SUITE D47 KISSIMMEE, FL 34741	**(STATE OF** FLORIDA **Seal)**
Date	**COUNTY OF** OSCEOLA**)**
Duns Number [redacted]	
	Notary Signature: IDAISI GONZALEZ
Federal Tax Id Number [redacted]	**Notary Public My Commission Expires:**
	IDAISI GONZALEZ
Email: americanjms@gmail.com	**Printed, typed or stamped commissioned name of Notary Public**

IDAISI GONZALEZ
Notary Public - State of Florida
Commission # HH 101020
My Comm. Expires Mar 16, 2025
Bonded through National Notary Assn.

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

2) Respondent's Questionnaire

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

1. Contact Information

Name of Company	AMERICAN JANITORIAL MAINTENANCE & SERVICES INC
Contact Individual	Alejandro Brito
Contact Address	600 N Thacker Ave Ste D47
City, State, Zip	Kissimmee FL 34741
Telephone Number	786-487-5118
Email Address	americanjms@gmail.com

2. Emergency Contact

Emergency Contact Person: Alejandro Brito
Cell Phone Number: 786-487-5118 Email: americanjms@gmail.com

3. Authorized Signatories

The Respondent represents that the following persons are authorized to sign Responses, and/or sign Contracts and related documents to which the Respondent will be duly bound. *The Aviation Authority will verify all named signatories on Sunbiz.org.* If the authorized person is not registered on https://dos.fl.gov/sunbiz/search/, the Respondent should provide with their submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority
Alejandro Brito	President	Indicate Principal
Felicita Peguero	Vice President	Indicate Principal

4. Experience

a. Years in business: 11 Years
b. Years in business under this name: 11 Years
c. Years performing this type of work: 20 Years

5. Contractor's Personnel as Listed In Section 3, Scope Of Work/Specifications

a. Provide the Resume for the On Site Manager and Supervisors these positions appeared to be the same?

6. List of Equipment and Tools as listed in Section 3, Scope of Work.

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

Ref #1. Customer/Client: GOOA
Description of Services: South Trailer Janitorial Services 2x Trash 3x Cleaning Per Week
Square Footage 77,000
Start and End Date of Contract: 03/2019 - Current
Contract Amount: 753,860
Street Address: One Airport Boulevard
City, State, ZIP Code: Orlando, FL 32827-4399
Telephone # 407-825-2685
Contact Person: Nina M. Gilbert
Email: nina.gilbert@goaa.org

Ref # 2. Customer/Client: REMAX Kissimmee Offices
Description of Services: Cleaning rental offices And Residential Properties before listing
Square Footage 400,000 sft since the contract started.
Start and End Date of Contract: 03/01/2019 - Ongoing - Per Individual Projects
Contract Amount 300 to 325 By units.
Street Address: 404 Broadway
City, State, ZIP Code: Kissimmee, FL 34741
Telephone # 407-343-4245
Contact Person: Paola Almonte
Email: paola.almonte@remax.net

Ref #3. Customer/Client: Atlas Insurance Agency
Description of Services: Office Cleaning
Square Footage 3,500
Start and End Date of Contract: 02/05/2023 - Ongoing
Contract Amount 1,250
Street Address: 1506 W Vine St
City, State, ZIP Code: Kissimmee FL 34741
Telephone # 407-846-2244 Cell 321-443-7539
Contact Person: Jose L Bonilla
Email: jbonilla@atlasinsurancekissimmee.com

3) Conflict of Interest Disclosure Form

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

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

Comments:

Acknowledged by:
Alejandro Brito

Firm Name:
AMERICAN JANITORIAL MAINTENANCE & SERVICES INC

Signature of Authorized Representative:

Name and Title (Print or Type): ALEJANDRO BRITO

Date: 4/06/2024

4) 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: AMERICAN JANITORIAL MAINTENANCE & SERVICES INC

By: _____
(Authorized Signature)

Title: PRESIDENT

Date: 4/06/2024

5) E-Verification Certification Form

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

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

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

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

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

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

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

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

Company Name: AMERICAN JANITORIAL MAINTENANCE & SERVICES INC

Authorized Name: Alejandro Brito Title: President

Signature: Date 4-5-24

****

State of FLORIDA

County of OSCEOLA

IDAISI GONZALEZ
Notary Public - State of Florida
Commission # HH 101020
My Comm. Expires Mar 16, 2025
Bonded through National Notary Assn.

This instrument was acknowledged before me on APRIL-5-2024 (Date)

Notary Public Signature Idaisi Gonzalez

6) LDB Certification

7) **Current W9**

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

8) **Proof of Insurance**

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

Certificate of Insurance on Acord form or form acceptable to Aviation Authority, or a signed affirmation of ability to comply from a licensed insurance agent, or with an insurance quote.

Attachment "2"

03276

CONTRACT DISCREPANCY REPORT

AUTHORITY ACTION			
1. TO (Service Provider and Manager Name):	2. FROM (Name of Quality Assurance Evaluator):		
3. DISCREPANCY OR PROBLEM (Describe in Detail: include reference in PWS. Attach continuation sheet if necessary.):			
4. SERVICE PROVIDER NOTIFIED:	SERVICE PROVIDER SIGNATURE	DATE:	TIME:
5. SIGNATURE OF QUALITY ASSURANCE EVALUATOR:		6. DATE:	TIME:
SERVICE PROVIDER ACTION			
7. TO (Quality Assurance Evaluator):	8. FROM (Service Provider):		
9. SERVICE PROVIDER RESPONSE as to cause, corrective action and actions to prevent recurrence (Attach continuation sheet if necessary):			
10. SIGNATURE OF SERVICE PROVIDER REPRESENTATIVE:		11. DATE:	TIME:
AUTHORITY CLOSE OUT			
12. AUTHORITY EVALUATION (Acceptance, partial acceptance, or reaction. Attach continuation sheet if necessary.):			
13. AUTHORITY ACTIONS (Payment deduction, cure notice, other.):			
14. SIGNATURE OF QUALITY ASSURANCE EVALUATOR:		15. DATE:	TIME:
16. SIGNATURE OF DEPARTMENT REVIEWING OFFICIAL (As Applicable):		17. DATE:	TIME:
18. SIGNATURE OF SERVICE PROVIDER REPRESENTATIVE:		19. DATE:	TIME:

Note: Completed CDR to be forwarded to the Purchasing Office Contract Administrator

ATTACHMENT "C"

REQUIRED REPORTS

REPORT	FREQUENCY	REFERENCE SECTION
Employee Training Plan (including Customer Service Training)	Submitted twenty (20) days following execution of the Contract and when changes occur.	
Safety Training Plan	Submitted twenty (20) days following execution of the Contract and when changes occur.	
Quality Control Program	Submitted twenty (20) Days following execution of the Contract and when changes occur.	
Cycle Cleaning Schedule	Submitted twenty (20) days after execution of Contract, and at the beginning of each year in the Contract term, and when schedule changes	
Safety Sheets (SDS)	Within ten (10) days of AAR approval of any materials considered for use on this Contract and prior to acquiring such chemicals or materials for the first time	
Contractor's Tools & Equipment	A complete list of all tools and equipment must be submitted twenty (20) days prior to the start of Contract services. All items must be individually identified as belonging to the Contractor, kept clean and in good operating condition	

24-376 TRAILER COMPLEX JANITORIAL SERVICES

LIST OF LOCATIONS

TRAILER #		SQ FT
1	11338 Terminal C Service Road	4900
2	11340 Terminal C Service Road	4900
3	11308 Terminal C Service Road	4900
4	11312 Terminal C Service Road	4900
5	11344 Terminal C Service Road	3500
6	11314 Terminal C Service Road	4900
7	11346 Terminal C Service Road	4900
8	11350 Terminal C Service Road	4900
9	11352 Terminal C Service Road	4900
10	11316 Terminal C Service Road	4900
11	11318 Terminal C Service Road	4900
12	11322 Terminal C Service Road	4900
13	11324 Terminal C Service Road	4900
14	11328 Terminal C Service Road	4900
15	11306 Terminal C Service Road	4900
16	11336 Terminal C Service Road	4900
	Total Square Footage	77,000

Form **W-9**
(Rev. March 2024)
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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

AMERICAN JANITORIAL MAINTENANCE & SERVICES INC

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead 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 Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

600 N. THACKER AVE. Ste D47

Requester's name and address (optional)

6 City, state, and ZIP code

KISSIMMEE, FL 34741

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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number

[redacted]

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** 4/06/2024

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/24

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 MAGDALENE INS GROUP INC 1506 W Vine St Kissimmee, FL 34741	CONTACT NAME: PHONE (A/C, No, Ext): (407)846-2244 FAX (A/C, No): (407)846-6775 E-MAIL ADDRESS: Info@atlasinsurancekissimmee.com
INSURED AMERICAN JANITORIAL MAINTENANCE & SERVICES, INC 600 N Thacker Ave Ste D47 KISSIMMEE, FL 34741	INSURER A : StarStone Specialty Insurance — NAIC # 44776 INSURER B : AmGUARD Insurance Company — 42390 INSURER C : StarStone Specialty Insurance — 44776 INSURER D : GuideOne National Insurance Co — 14167 INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		G09403665-3	09/18/23	09/18/24	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 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		AMAU340124	09/26/23	10/26/24	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		S09400143-3	09/18/23	09/18/24	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D	Pollution Liability			ENV562004343-03	03/08/24	03/08/25	Each Occurence Aggregate	1,000,000 2,000,000

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

JANITORIAL SERVICES; The Greater Orlando Aviation Authority is Named as additional Insured on the General Liability , Auto Liability and Excess Liability Policies. 30 Day Notice of Cancellation on all Policies.

CERTIFICATE HOLDER	CANCELLATION
Greater Orlando Aviation Authority Attn. Risk Management 5855 Cargo Rd Orlando, FL 32827 GOAA@trustlayer.io	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/15/2023

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

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

PRODUCER GLOBAL INSURANCE AGENCY ALLIANCE, LLC 1322 N Pine Hills Rd Orlando FL 32808	**CONTACT NAME:** Janneth Robinson **PHONE (A/C, No, Ext):** (407) 292-9494 **FAX (A/C, No):** **E-MAIL ADDRESS:** global@protaxhelp.com
INSURED American Janitorial Maintenance & Services, Inc 600 N. Thacker Ave. D47 Kissimmee FL 34741	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** NORMANDY INSURANCE COMPANY — 29803 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						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 ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	NHFL0104582023	07/14/2023	07/14/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000

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

JANITORIAL SERVICES.

30 Day Notice of Cancellation on the Workers Compensation/Employers Liability policy is required.

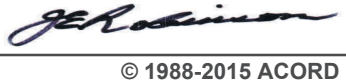
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CAPABILITY STATEMENT

Alejandro Brito
786-487-5118
americanjms@gmail.com

Core Competencias

American Janitorial Maintenance & Services Inc offers professional janitorial services for both large and small airports and traditional commercial facilities.

- Custodial Services
- Parking Garage Maintenance
- Pressure Washing
- Indoor Plant Maintenance
- Window Cleaning

With over 15 years of experience, our team is highly trained, certified and provides quality service that you can count on!

Past Performance

GOAA
Contract: Trailer offices
Contract Length: Mach, 2019 – Current

Scope of Work: Janitorial services to 15 Office trailers with 75,000 sq ft

Contract: Specialized Cleaning (Subcontractor)
Contract Length: Mach, 2019 – Current

Scope: We pressured Wash 350,000 Sq Ft Annually and Window Cleaning

Contract: Parking Garage (Subcontractor)
Contract Length: 08/2013- 08/2018

Scope: we were servicing over 14,000 Under roof parking spots.

Differentiators

Proven Integrity in every aspect of our service

We Deliver Consistent, High-Quality Cleaning

Specific Pertinent Codes and Data

- DUNS 065713867
- CAGE Code 979Q4
- Socio-economic certifications: MWBE, LDB, DBE

American Janitorial Maintenance & Services Inc,
600 N Thacker Ave Ste D47 Kissimmee FL 34741
Americanjms@gmail.com Americanjms.com

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

24-376-IFB

Terminal C Trailer Complex Janitorial Maintenance Services
A Direct Procurement for a Local Developing Business

Solicitation documents are available from the Greater Orlando Aviation Authority's Procurement Services Department's e-Procurement Platform:

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

Search under Projects for:

Terminal C Trailer Complex Janitorial Maintenance Services

The Aviation Authority's Procurement Department has transitioned to a E-Procurement Platform, OpenGov. Solicitations are posted within OpenGov and electronic responses will be accepted via the e-Procurement Portal.

To get started, click here to sign up. You will receive an email to activate your account. For more information about how to register, please see our help file here.

Registration and Notification of Solicitations

THERE IS NO COST FOR VENDORS TO REGISTER WITH OpenGov

Receiving Electronic Responses to Solicitations

To successfully submit a response to a Solicitation, Vendors are required to submit their electronic response via OpenGov - https://procurement.opengov.com/portal/goaa. Mailed, faxed, emailed, and hand delivered submissions will not be accepted. Responses

will only be accepted via OpenGov. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

Americans With Disabilities Act

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

Responsible Vendor Determination

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

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1.0 GENERAL INFORMATION

1.1 Tentative Schedule

Release Date:	March 3, 2024
Pre-Solicitation Meeting:	March 13, 2024
Deadline for submission of questions:	March 19, 2024
Release of Addendum:	March 26, 2024
Deadline for return of Solicitation:	April 2, 2024 no later than 11:00am
Procurement Committee Meeting:	April 30, 2024
Aviation Authority Board Meeting:*	May 15, 2024

*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 Solicitations from **Local Developing Business (LDB) Respondents** to provide Janitorial Maintenance Services for the Terminal C Trailer Complex, at the Orlando International Airport. The awarded Contractor must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.

b. This Solicitation has been designated as a direct procurement for a Local Developing Business (LDB), with its principal place of business located in Orange, Osceola, Lake, and Seminole Counties, who meet certain criteria established by the Aviation Authority.

1.3 Solicitation Information

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

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

c. **The Aviation Authority shall not be responsible for delays caused by any occurrence, including a technology issue. Any late response will not be accepted.**

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

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

1.4 Submitting Questions and Receiving Responses

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

a. The purpose of any Pre-Solicitation Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Respondents are expected to be familiar with the Solicitation Documents.

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

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

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

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

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

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

1.5 Communications; Questions Regarding Specifications or Solicitation Process

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

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

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

1.6 Contract Period

The Contract period will be for **sixty (60) months** with the **Contract** to commence on or about June 1, 2024.

1.7 Price Escalation/De-Escalation (CPI)

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

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

c. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

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

CPI-U Calculation Example:

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

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

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

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

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

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

1.8 Notice of Intent to Award Contract

Unless all Solicitations are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within ninety (90) days from the opening of Solicitations to the responsible and responsive Respondent submitting the low Response.

In the event of tie Responses, the Aviation Authority reserves the right to determine the successful Respondent by the method approved by the Aviation Authority in its Policies and Procedures. Respondents involved will be given notice of the time and place the determination is made. For all procurements, the Aviation Authority reserves the right to reject any or all Solicitations and to cancel the procurement or to solicit new Solicitations.

1.9 Public Meetings/Public Records

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

1.10 Code of Ethics and Business Conduct Policy

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

2.0 SPECIAL CONDITIONS

2.1 Minimum Requirements

a. Respondent shall meet the LDB participation requirement as outlined in Section 2.11.

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

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

d. Respondent must have a minimum of three (3) years' experience immediately preceding the date of respondent's response satisfactorily performing/providing Commercial Janitorial maintenance services in an office setting in multiple buildings within a minimum of .25 miles of each other.

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

f. Provide Proof of insurance as outlined in Section 2.5.

2.2 References

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

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

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

d. The Aviation Authority reserves the right to reject any Response if the evidence submitted by or investigation of such Contractor or its Subcontractors, fails to

satisfy the Aviation Authority that such Contractor is a responsive and responsible Contractor in accordance with the criteria set forth herein.

2.3 Evaluation of Award

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

b. For purposes of this solicitation, the determination of the responsive and responsible Respondent submitting the lowest price shall be made by the Aviation Authority by considering matters such as, but not be limited to

1) Total Cost;

2) Respondent's certification of eligibility as a Local Developing Business ("LDB").

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

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

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

2.4 Surety Bonds/Letters of Credit/Liability Insurance – Not Applicable

A Surety Bond/Letter of Credit **is not** required for this Contract.

2.5 Insurance Requirements

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

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

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

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

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

3) Additional Insured Endorsement. Such above referenced liability insurance shall name the Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

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

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

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

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

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

1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding $10,000, if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention or deductible exceeding $100,000, if the Contract is $1,000,000 or more, unless approved by the Aviation

Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

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

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

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

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

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

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

8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required

insurance coverage. For purposes of this Insurance Section 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.

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

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

2.6 Verification of Employment Status

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

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

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

2.7 Contractor's Personnel

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

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

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

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

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

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

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

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

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

2.8 Regulations

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

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

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

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

2.9 Identification and Access Requirements

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

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

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

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

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

f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with the Aviation Authority's guidelines.

g. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority.

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

i. Fees Associated with Identification Badges and Keys

The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance. The Aviation Authority shall determine the term of each badge at the time of issuance.

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

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

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

2.10 Airport Security

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

2.11 Small Business Program - Local Developing Business ("LDB") Requirement

a. This Contract will be awarded only to a qualified LDB as defined in the Aviation Authority's LDB Policy.

b. Each Respondent's certification of eligibility as a Local Developing Business ("LDB") should be obtained prior to submission of their Response.

c. The Aviation Authority will be the final authority in determining whether a Respondent qualifies as an LDB for purposes of this Contract.

d. During the Solicitation process, Respondents may contact the Small Business Development Department for any questions or information concerning the LDB program.

2.12 Performance/Invoicing

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

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

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

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

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

f. The Contractor's invoice shall generally describe the services rendered by work area and location, type of service, date rendered, and shall contain such other information and is accompanied by such supporting documentation and other materials, as the Aviation Authority shall request. The forms to be used will be provided by the Contractor, with approval of the Aviation Authority.

g. The Aviation Authority will reimburse the Contractor for reasonable freight and shipping charges incurred with respect to any such reimbursable items, at actual cost, for which parts, materials, equipment rental and other reimbursable

items are approved in writing by the Authority in advance of such shipment. The cost of overnight delivery shall be approved in writing in advance by the AAR.

h. 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 Scope of Work Overview

a. The Contractor shall provide all labor, supervision, equipment, tools, janitorial cleaning supplies, supplies (except hand soap and trash liners), paper products (except paper towels and toilet tissue), fuel, oil, lubricants, uniforms and all other items necessary or proper for, or incidental to, performing Janitorial Maintenance for the trailers located at the Orlando International Airport ("MCO") in accordance with the Contract documents.

b. All products used for cleaning the facilities and provided by the Contractor shall possess a certification through Ecology, Green Seal, or similar program that is recognized by the U. S. Green Building Council.

c. The areas to be serviced including the public areas and the work areas in which the Contractor shall perform the janitorial maintenance are more particularly detailed in Exhibit "B".

3.2 Service Contract Definitions

a. CONTRACT DISCREPANCY REPORT (CDR) – Report created when a service does not meet the requirements of the contract (a defect).

b. DAILY – A twenty four (24) hour period beginning at 12:00 a.m. EST and ending at 11:59 p.m. EST.

c. DEFECT - A service output that does not meet the standard of performance specified in the Contract for that service. For example, failure to meet the quality standard of Daily Cleaning may be a Defect, failure to meet the quality standard of, Cycle Cleaning may be a Defect, and so forth.

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

e. PERIODIC SURVEILLANCE - The QAE shall hold unannounced inspections from time to time, at any time and any number of times.

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

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

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

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

3.3 Terminology for Janitorial Cleaning

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

b. AOA - Aircraft Operating Area.

c. BACTERICIDAL - Kills all bacteria.

d. BACTERIOSTATIC - Prevents the growth of bacteria.

e. CLEAN - The washing and removal of any and all loose, adhered and impregnated matter.

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

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

h. DIRT - Any foreign matter, solid or liquid that has not adhered to a surface area.

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

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

k. FACILITY - All buildings and grounds and all their component parts that comprise the Orlando International Airport complex.

l. FLOOR - A specific level of a building.

m. FLOOR CARE- The periodic services that are intended to clean to a "like new" condition. This service includes, but is not limited to, carpet extraction, steam cleaning, dressing vinyl composition tile (VCT) and other detailed services not included in daily cleaning, cycle cleaning, or policing.

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

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

p. HORIZONTAL SURFACES - The horizontal surfaces on furnishings, partitions and walls.

q. HYDROPHILIC - Soils that can be dissolved by water.

r. HYDROPHOBIC - Soils that resist the solvent action of water.

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

t. LITES - Glass panes.

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

v. LOCATION # - The unique identifying number given to each area that designates its proximity relationship within each Sheet (exhibit).

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

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

y. MONITOR - To observe and evaluate the effectiveness of an effort through a formalized procedure.

z. MULLIONS - Vertical cross bars in a window or curtain wall.

aa. MUNTINS - Horizontal cross bars in a window or curtain wall.

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

cc. POLICING – Various routine services performed one or more times a day that are intended to be supplemental to the daily cleaning service in order to

maintain the desired level of cleanliness consistently through-out the 8 hour period that the building is open to the public.

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

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

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

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

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

ii. SHIFT - Refers to an 8-hour time frame within a 24-hour period.

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

kk. SOLVENT - Liquid media that has the property of being able to assimilate solids into suspension or solution.

ll. SUPPLIES - Items that are dispensed with each application. (E.g. soap, wax, lubricants, etc.).

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

nn. TRASH - Debris, litter and any item or matter left in any area.

oo. TRASH PICKUP – Removal of debris, litter and any item or matter left in any area.

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

qq. VERTICAL SURFACES - Walls, partitions, doors and glass.

rr. WASHING - The generic term which denotes the category of technologies that incorporate the methodologies of detergency and solvency.

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

3.4 Categories Of Cleaning Service

a. Three Day Daily Cleaning - This category contains the various routine levels of cleaning that are required 3 days per week on Monday, Wednesday and Friday). Floor Care is a function of Daily Cleaning. (See Exhibit “B” for locations.)

b. Two Day Trash Removal and Restroom Cleaning– This category contains supplemental trash pickup and cleaning breakroom and restrooms (2 days per week on Tuesday and Thursday, however it is not the complete daily cleaning), recycling, debris pick-up and removal, restroom restocking and restroom cleaning.

c. Cycle Cleaning - This category contains the periodic services that are intended to clean to a "like new" condition. This service includes, but is not limited, to high dusting (height of trailer walls), wall washing (inside walls), carpet extraction (Quarterly and Spot Cleaned as needed), pressure washing and other detailed services not included in Daily Cleaning (See Attachment “B” for locations and frequencies). The Contractor and AAR will coordinate the date and time for this service.

3.5 Cleaning Tasks

a. The Contractor shall perform janitorial services at areas detailed in Exhibit “B”. The Contractor shall ensure that the cleaning materials and methods used by the Contractor do not harm or damage any surfaces or furnishings.

b. The Contractor shall be liable to the Aviation Authority for any damage caused as a result of cleaning materials or cleaning methods used in the performance of this Contract**.** The following details the tasks associated with each area.

3.6 Work Hours

a. Standard Work Hours - The Contractor shall normally perform work during Standard Work Hours which are between 5:00 p.m. and 11:00 p.m., Monday through Friday, excluding the Aviation Authority’s observed holidays. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours.

b. Response Time for Regular Service Calls - The Contractor shall respond verbally by telephone to a written or verbal request by the AAR or the Central

Plant Dispatcher within one (1) hour of receiving the request, and shall commence services within two (2) hours from the time AAR's written request is received by the Contractor.

c. Response Time To Emergency Call Services - Contractor shall physically respond to emergency call services within one-half hour of notification if any of Contractor's personnel are on site. Contractor shall physically respond to emergency call services within one (1) hour at all other times, seven (7) days per week, 365 days per year.

d. Non-Standard Work Hours – The Contractor may arrange to perform work during non-standard work hours with prior written approval of the AAR. Contractor shall advise the AAR forty-eight (48) hours in advance of its projected work schedule.

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

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

g. Sign-In and Sign-Out Log - The Contractor's personnel shall, upon arrival, check-in with the Central Plant Operator (Operator) at 407-825-4000. Upon completion of the work, the Contractor's personnel shall check-out with the Operator.

3.7 Three Day Daily Cleaning

The Contractor shall accomplish all Daily Cleaning tasks, required under this Scope of Work on Monday, Wednesday and Friday, to include the following:

a. All floors, except carpeted areas, shall be cleaned as needed, to ensure they have a uniform, glossy appearance and are free from dirt, debris, dust, scuff marks, heel marks, stains and discoloration, and other foreign matter. Baseboards, corners, and wall/floor edges shall also be cleaned. All baseboards, furniture, trash receptacles, etc. shall be free from floor maintenance solutions residue. All furnishings and other items moved to facilitate cleaning shall be returned to their original and proper position.

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

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

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

e. Vacuum carpeted areas. After vacuuming, the carpeted area shall be free of all visible dirt, debris, litter and other foreign matter. Any spots shall be removed by carpet manufacturer's approved methods as soon as noticed. The Contractor shall promptly bring all tears, burns, and raveling to the attention of the AAR. Contractor shall use spot cleaners which follow Green Seal Standards.

f. Spot clean or shampoo dirty carpets over an area of 2 square feet or less. Spots must be removed immediately. The carpets shall be free of spot and stains.

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

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

3.8 Daily Restroom Cleaning

The Contractor shall accomplish all daily restroom-cleaning tasks necessary to meet the requirements of this Scope of Work.

a. Completely clean and disinfect all surfaces of sinks, toilet bowls, urinals, lavatories, dispensers, plumbing fixtures, partitions, doors, walls, and other such surfaces, using a germicidal detergent. Disinfect all surfaces of partitions, stalls, stall doors, entry doors, (including handles, kick plates, ventilation grates, metal guards, etc.), and wall areas adjacent to wall mounted lavatories, urinals, and toilets. After cleaning, surfaces shall be free of deposits, dirt, streaks, and odors.

b. De-scaling shall be performed as often as needed to keep areas free of scale, soap films, and other deposits. After de-scaling, surfaces shall be free from streaks, stains, scale, scum, urine deposits, and rust stains.

c. Moveable items shall be tilted or moved to sweep and damp mop underneath. Floors shall be stripped, scrubbed, waxed, etc., as necessary to maintain sanitary conditions and a clean, uniform appearance. After sweeping and mopping, the entire floor surface, including grout, shall be free from litter, dirt, dust and debris. Grout on wall and floor tiles shall be free of dirt, scum, mildew, residue, etc. Floors shall have a uniform appearance without streaks, swirl marks, detergent residue, or any evidence of soil, stain, film or standing water.

d. Ensure restrooms are stocked sufficiently so that supplies including hand soap, toilet tissue, paper towels, feminine hygiene products, air-freshener and toilet seat covers for the dispensers do not run out. Supplies shall be stored in designated areas.

3.9 Two Day Trash Removal

The Contractor shall accomplish all tasks for trash removal under this Scope of Work on Tuesday and Thursday, including the following:

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

b. All recycle containers shall be emptied and returned to their initial location. Boxes, cans, paper, and other materials placed near a recycle container and marked “RECYCLE” shall be removed. Any obviously soiled or torn plastic recycle receptacle liners shall be replaced. The recyclable materials shall be deposited in the nearest outside recycle collection container. Recycle receptacles shall be left clean, free of foreign matter, and free of odors. Construction debris is excluded from this scope of work.

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

d. Perform all Daily Restroom Cleaning as defined.

3.10 Cycle Cleaning Services

The Contractor shall accomplish all cycle cleaning services tasks required under this Scope of Work, including the following:

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

Power scrub all Concrete floors. Floors will be stripped, waxed and polished quarterly.

b. Clean all carpets. After shampooing, the carpeted area will have a clean uniform appearance. Chairs, trash receptacles, and other items moved to facilitate cleaning under them shall be returned to their original location. Baseboards, furniture, trash receptacles, chairs and other items shall be free of stains and discoloration.

c. Dust, wash, and clean windows to remove all loose, adhered, and impregnated soil from the entire surface area (including, but not limited to, all sills, sunshades, louvers, muntin, mullions, connecting pipes, related supporting structures and light fixtures). Any dirt, grime, or other adhered soil or impregnated soil that is not water soluble should be removed with an approved mechanical or chemical means. All windows should be cleaned and all moisture removed. Moisture must also be removed from all sills, sunshades, louvers, muntin, mullions, connecting pipes, related supporting structures, light fixtures, and floor surfaces**.** Light fixtures shall be dusted and cleaned to remove all loose, adhered, and impregnated soil. Wash all vertical surfaces and clean the entire surface area. Remove all dust, dirt, gum, smudges, fingerprints, adhered and impregnated soil. Dry and remove all streaks from surface ledges, adjoining windows, window frames and sills. The surfaces shall have a uniformed appearance, be free of streaks, spots, and other evidence of removable soil.

d. Contractor shall wash any stainless steel, aluminum and other metal surfaces including support structures and beams to remove all loose, adhered and impregnated soil. Contractor shall (where practical) apply stainless steel polish to coat all pressure-washed stainless steel surfaces.

e. Pressure wash sidewalks, ramps and decks twice per year.

3.11 Materials Provided by the Contractor

All feminine hygiene products including disposal bags, as well as toilet seat covers, shall be provided by the Contractor at no additional cost to the Aviation Authority or to the building occupants.

3.12 Contractor's Tools and Equipment

a. The Contractor shall be solely responsible for furnishing all tools, supplies, equipment and all other items necessary to perform the work under this Specification.

b. The Aviation Authority reserves the right to inspect and approve any and all tools, equipment or apparatus prior to Contractor's use of such on the Aviation Authority's premises.

c. The Contractor's equipment used on the Aviation Authority's premises shall be maintained in an operable condition at all times and the Contractor shall ensure that such equipment is operated in compliance with proper safety procedures and practices. If the AAR determines, in its sole discretion, that a piece of Contractor's equipment is un-presentable, leaking, or in poor working condition, the Contractor shall promptly remove such equipment from the premises and replace it with equipment that meets the AAR's approval.

d. The Contractor shall maintain, at its sole cost and expense, reasonable amounts of insurance to protect against losses due to theft, vandalism or similar events, which might result in damage or loss of Contractor's equipment, materials, tools, supplies, or chemicals.

3.13 Powered Equipment

All powered equipment must have the following features:

a. Safeguards, such as rollers or rubber bumpers, to avoid damage to building surfaces;

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

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

d. Vacuum cleaners must be certified by the Carpet and Rug Institute Seal of Approval/Green Label Vacuum Program and operate with a maximum sound level of 70 dBA or less in accordance with ISO 11201.

e. Carpet extraction equipment, for restorative deep cleaning, must be certified by the Carpet and Rug Institute's Seal of Approval Deep Cleaning Extractors and Seal of Approval Deep Cleaning Systems program.

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

g. Automated scrubbing machines must be equipped with variable-speed feed pumps and either (1) on-board chemical metering to optimize the use of cleaning fluids or (2) dilution control systems for chemical refilling. Alternatively, scrubbing machines may use tap water only, with no added cleaning products.

3.14 Cleaning Products

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

a. Green Seal GS-37, for general-purpose, bathroom, glass and carpet cleaners used for industrial and institutional purposes;
b. UL 2792 (formerly CCD 110), for cleaning and degreasing compounds;
c. UL 2759 (formerly CCD 146), for hard-surface cleaners;
d. UL 2795 (formerly CCD 148), for carpet and upholstery care;
e. Green Seal GS-40, for industrial and institutional floor care products;
f. UL 2777 (formerly CCD 147) , for hard-floor care;
g. EPA Design for the Environment Program's Standard for Safer Cleaning Products; and/or
h. Cleaning devices that use only ionized water or electrolyzed water and have third-party-verified performance data equivalent to the other standards mentioned above (if the device is marketed for antimicrobial cleaning, performance data must demonstrate antimicrobial performance comparable to EPA Office of Pollution Prevention and Toxics and Design for the Environment requirements, as appropriate for use patterns and marketing claims).

3.15 Evaluation Of Services

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

b. If any of the services do not conform with Contract requirements, the Aviation Authority may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the specified Defects in services cannot be corrected by re-performance, the Aviation Authority may:

    1) Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

    2) Reduce the amount payable to the Contractor on account of such Defects, as set forth in this Contract.

c. In the event that the Aviation Authority requires the Contractor to perform any services again pursuant, and Contractor fails to promptly perform the services again in conformity with the Contract requirements, and the Defects could have been corrected by re-performance, the Aviation Authority may:

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

2) Exercise the remedies set forth in these Specification/Scope of Work;

d. Performance of a service will be evaluated daily between, 12:00 a.m. and 12:00 p.m. EST, to determine whether or not it meets the performance requirements of the Contract. When a service does not meet the requirements of the Contract (a Defect**)**, a Contract Discrepancy Report (CDR) will be issued to the Contractor by the Aviation Authority. After receipt of the CDR, the Contractor shall correct all Defects within the allotted time period after notification by the AAR for Daily Cleaning, Trash Removal, Floor Care, and Cycle Cleaning Defects. The Contractor shall respond to the CDR by satisfying the defect within the allocated timeframe and completing blocks 7 through 11 of the CDR form and returning it to the Aviation Authority. A re-evaluation fee in the amount as listed in the attached form will be assessed for each CDR issued. Each CDR issued and unsatisfactorily re-performed will result in a deduction in an amount applicable as based on the CDR schedule example as found in this Scope of Work.

e. CDR's issued and satisfactorily completed by the Contractor within the allocated time frame will be charged the applicable CDR deduction, PLUS a $50.00 re-evaluation fee will be applied to all CDR's issued.

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

3.16 Performance Requirements

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

b. 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.

c. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Safety Data Sheets on all products being utilized on this project.

No materials or equipment will be left unattended or stored on the project site at any time.

3.17 Contractor's Management/Supervision Personnel

a. On-Site Supervisor

1) The Contractor shall employ at MCO an On-Site Supervisor, authorized to represent and act for the Contractor in matters pertaining to Contractor's operations and activities and otherwise carry out the provisions of this Contract.

2) The Contractor or the On-Site Supervisor shall ensure that cleaning activities are performed so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of Airport Operations.

3) The Contractor or the On-Site Supervisor shall be obligated to advise the Aviation Authority as soon as practical 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.

b. Supervisory Employees

1) The Contractor or the On-Site Supervisor shall possess the knowledge in monitoring their subordinates' performance effectively, respond and redirect personnel as needed during emergency situations and be vested with the Aviation Authority on behalf of the Contractor to respond to any concerns raised by the Aviation Authority.

2) The Contractor or the On-Site Supervisor shall be responsible for enforcing discipline and good order among the employees under their supervision and ensuring that their work is performed in a high quality manner.

3.18 Contractor Inspection

The Contractor is responsible for performing or having performed all inspections necessary to substantiate that the services furnished under this Contract conform to Contract requirements.

3.19 Inspection and Approval

a. The Contractor is required to achieve the performance standards as outlined in this Scope of Work in such a manner that will present a clean, neat and professional appearance at all times to the users of the trailer complex.

b. Upon completion, the AAR will inspect areas where work has been performed. Contractor must correct deficiencies noted during inspection within the specified time following receipt of written notice of such deficiency.

3.20 Deductions From Payment

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

b. Deductions are taken as indicated in the CDR schedules as found below.

c. Potential deductions for QC Inspection Files are limited to the number of times the Aviation Authority asks to see those files.

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

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

3.21 CDR Deduction Schedule

a. Each CDR received will result in a deduction per the schedules listed below if not re-performed satisfactorily. CDR's (either unsatisfactory or satisfactory) issued in a 24 hour period will result in a QC deduction per the below rates.
7th CDR - $750.00 (accompanied by a Show Cause Letter)
8th CDR - $850.00
9th CDR - $950.00 (may result in a Contract termination for default)

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

c. Each CDR issued will have a Re-Evaluation Fee in the amount of $50.00.

d. The amount of the CDR deduction will increase based on the escalation shown in the document below.

e. The deductions for unsatisfactorily re-performing work per CDR will be taken cumulatively over a twenty-four (24) hour period (12:00 a.m. EST to 11:59 p.m. EST) based on the rates as shown below.

f. For the purpose of this Scope of Work, the following is an example of unsatisfactorily completed CDRs issued over a twenty-four (24) hour period):

Daily CDR Number	Time Issued (Random Times Used To Show Escalation Only)	CDR Deduction	Re-Evaluation Fee			Total Amount
1	8:00 am	$100.00	$50.00			$150.00
2	8:30 am	$200.00	$50.00			$250.00
3	10:00 am	$300.00	$50.00			$350.00
4	11:00 am	$400.00	$50.00			$450.00
5	11:30 am	$500.00	$50.00			$550.00
6	12:30 pm	$600.00	$50.00			$650.00
7	1:30 pm	$700.00	$50.00			$750.00
8	3:00 pm	$800.00	$50.00			$850.00
9	4:30 pm	$900.00*	$50.00			$950.00

g. For the purpose of this Scope of Work, the following is an example of satisfactorily completed CDRs issued over a twenty-four (24) hour period:

Daily CDR Number	Time Issued (Random Times To Show Multiple CDR's)	CDR Deduction	Re-Evaluation Fee	Total Amount
1	8:00 am	$100.00	$50.00	$150.00
2	8:30 am	$100.00	$50.00	$150.00
3	10:00 am	$100.00	$50.00	$150.00
4	11:00 am	$100.00	$50.00	$150.00
5	11:30 am	$100.00	$50.00	$150.00
6	12:30 pm	$100.00	$50.00	$150.00
7	1:30 pm	$100.00	$50.00	$150.00
8	3:00 pm	$100.00	$50.00	$150.00
9	4:30 pm	$100.00	$50.00	$150.00
			Daily Total	**$1,350.00**

3.22 <u>The Authority's Authorized Representative (AAR):</u>

a. The Aviation Authority shall have its Authorized Representative (hereinafter referred to as "AAR"), who shall be designated by the Aviation Authority prior to the commencement date of this Contract and, thereafter, from time to time, to coordinate all activities between Contractor and the Aviation Authority.

b. The AAR or designee will be available for the day-to-day interface with the Contractor.

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

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

3.23 Items Provided by the Aviation Authority

a. The Aviation Authority shall make a reasonable effort to coordinate the operations and activities of the tenants and others that utilize the trailers in order to minimize, to the extent practical, interference with performance by the Contractor.

b. The Aviation Authority will provide the Contractor, at the Aviation Authority's sole cost, with utility service (excluding telephone) where available in the SAC trailers and required by the Contractor to perform its obligations and functions under this Contract.

3.24 Quality Assurance Evaluator (QAE)

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

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

3.25 Quality Assurance:

a. The Aviation Authority’s Quality Assurance Evaluator (QAE) will use Periodic Surveillance as the Primary method of evaluation for the Performance Requirement Summary. The QAE shall also consider any customer complaints received. The QAE shall record any Defects during Periodic Surveillance or customer complaints and issue a Contract Discrepancy Report (CDR) to the Contractor. The Contractor shall have two (2) hours for Daily Cleaning, Trash Removal and Cycle Cleaning from time of notification, to correct the Defect. If the Defect is corrected within the allotted time after notification, the Defect shall be considered acceptable. If a Defect is not corrected within the allotted time frame, such failure to correct shall be noted on the CDR and will result in a deduction from payment due hereunder to the Contractor, as set forth herein. For CDR services in this contract, the allotted time for correction begins at the start of the next day service.

b. Examples of Defects that could result in the issuance of CDR’s include, but are not limited to: a restroom in part of one area did not meet one or more of the

requirements as described; non-carpeted flooring in part or all of an area did not meet the requirements as described; carpeted flooring in part or all of an area did not meet the requirements as specified; or a vertical surface area or furnishings in part or all of an area did not meet the specified requirements as described.

3.26 Waste Removal

All collected trash must be moved by the Contractor to area(s) designated by the Aviation Authority. All debris generated in performing hereunder in the work areas is to be removed as directed by the Aviation Authority during each working shift by Contractor. The Aviation Authority then has the responsibility for the removal of the waste from airport property.

3.27 Airport Authority's Recycling Program

a. Contractor shall support the Aviation Authority's recycling program by ensuring that all its employees are trained annually on how to identify recyclable products and comply with the requirements of placing such products in appropriate recycling containers identified and labeled by recycling material. Contractor will be responsible for emptying recycling containers in accordance with the Aviation Authority's recycling program.

b. The Contractor shall support and comply with the Aviation Authority's cardboard recycling program.

3.28 Safety Program

The Contractor will have a written safety program in place describing the following:

a. Name of person responsible for implementation of the program.
b. Written policy statement showing commitment to safety.
c. Program duties and responsibilities.
d. Safety program recognition and enforcement.
e. Safety communication.
f. Hazard recognition and control.
g. Inspection Process.
h. Preventive Maintenance.
i. Incident Investigations.
j. Employee Training.
k. Record Keeping.

3.29 General Safety Practices

a. The Contractor shall use a sign denoting "WET FLOOR" or "WAXING FLOOR" in progress alerting personnel to a hazardous condition that exists from mopping restroom floors, wash and wax, and strip and wax operations.

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

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

3.30 Safety and Protection

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

3.31 Accident / Incident / Damage Reports

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

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

3.32 Training Program

a. The Contractor shall provide each employee engaged in the performance of work under this Contract with initial and ongoing training needed to safely and competently perform the work hereunder. Training will be done at a minimum of once annually for all employees.

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

3.33 On-Site Communications

a. Communication shall be provided by the Contractor for its staff, at its sole cost, inclusive of any and all maintenance costs, including one (1) cell phone per assigned personnel onsite.

b. On the date of the Contract commencement, and as needed to reflect changes thereafter, the Contractor shall provide to the AAR contact information, including smart cell phone numbers, for the site Supervisor and others as required where information requests can be forwarded or other exchanges of information can occur.

3.34 Parking

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

3.35 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.

3.36 Additional Work

The Contractor shall be required to perform additional work if required beyond the other provisions of the Specifications. Before such performance, the Contractor shall obtain written approval for the Additional Work from the AAR or designee.

3.37 Exhibits

Attachments are attached hereto and incorporated herewith.

a. Exhibit A - Contract Discrepancy Report
b. Exhibit B - Janitorial Location and Square Footage List
c. Exhibit C - Janitorial Required Reports

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Intent to Award-Appeal

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

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

4.2 Awards

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

4.3 Responsible Vendor Determination

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

4.4 Additional Terms & Conditions

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

4.5 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).

4.6 Lobbying Statement

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

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

4.7 Whistle Blower Reporting Line

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

4.8 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.

4.9 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.

4.10 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.

4.11 Discounts

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

4.12 Pricing

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

4.13 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 this Solicitation are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

4.14 Taxes

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

4.15 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.

4.16 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.

4.17 Assignment

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

4.18 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.

4.19 Patents and Royalties

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

4.20 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.

4.21 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.

4.22 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.

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

In the course of performing the Contract work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data

Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Contract. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

4.24 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.

4.25 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.

4.26 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.

4.27 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.

4.28 Conflict of Interest

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

4.29 Drug-Free Workplace

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

4.30 Discriminatory Vendor List

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

4.31 Public Entity Crimes

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

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

4.32 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.

4.33 Licenses and Certifications

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

4.34 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.

4.35 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.

4.36 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.

4.37 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.

4.38 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.

4.39 Funding

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

4.40 Federal Funding Limitation If Applicable check

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

4.41 Contract Termination

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

a. **Termination for Cause**

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

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

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

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

c. Termination for Convenience of Contractor

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

4.42 Contractor Responsibilities

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

4.43 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.

4.44 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.

4.45 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.

4.46 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.

4.47 Copying Documents

Contractor hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Response or which are contained in the Contract Documents (the "Submittals"). The

permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

4.48 Florida Public Records Law

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

a. **Equal Employment Opportunity**

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

b. **Davis–Bacon Act**

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

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

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

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

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

e. **Debarment and Suspension**

1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

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

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

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

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

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

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

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

g. **Energy Policy and Conservation Act**

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

h. **Federal System for Award Management**

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

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

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

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

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

j. **Procurement of Recovered Materials**

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

4.50 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.

4.49 Federal Emergency Management Agency (FEMA) Contract Requirements

In the event of a hurricane, civil disturbance, or other declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless there are circumstances beyond control of the Contractor (roadway damage, etc.). **Cost of the service will be**

at the standard or non-standard working hours at the discretion of the Aviation Authority. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements. **https://www.fema.gov/grants/procurement**

4.51 Additional FEMA Requirements.

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

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

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

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

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

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

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

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

c. **No Obligation by Federal Government.**

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

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

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

5.0 CONTRACT

5.1. Contract Instructions

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

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

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

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

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

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

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.

6.0 RESPONSE SUBMITTALS/ ATTACHMENTS

Vendors interested in providing the services shall submit their responses via e-Procurement Platform system. Once Vendors register with OpenGov, Vendors will submit their response securely before the solicitation deadline:

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

By clicking the **PARTICIPATE BUTTON** under the solicitation. Responses submitted on the e-Procurement Platform with OpenGov, the response will remain locked and inaccessible by the Aviation Authority's Procurement Staff until the solicitation deadline.

Response Submittals

This Solicitation will be awarded to a responsible, responsive Respondent, qualified by experience to provide the work specified. Failure to submit the below requested information **may result in your Response being determined non-responsive and not considered for award**, be cause for rejection of your Response.

The Respondent shall submit the following information with the Response. It is recommended to use the list below as a checklist for your submittal.

____**1.** Respondent's Certification Form

____**2.** Respondent's Questionnaire

a) References' Form

b) Copies of licenses/certificates

____**3.** Conflict of Interest Disclosure Form

____**4.** Scrutinized Company Certification Form

____**5.** E-Verification Certification Form

____**6.** LDB Participation Forms

____**7.** Current W-9

____**8.** Proof of Insurance

1) Respondent's Certification

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

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

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

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

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

Company	***Sworn to and subscribed before me by means of:***
	❑ physical presence or ❑ online notarization
Respondent's Signature	***this day of_____ 20___***
Print Name and Title	***by_____ who is***
	☐ Personally Known; or ☐ Produced Identification. Type of identification produced:
Address:	***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
	(STATE OF Seal
Date	**COUNTY OF_____)**
Duns Number	
Federal Tax Id Number	**Notary Signature:_____** **Notary Public My Commission Expires:**
Email:	**Printed, typed or stamped commissioned name of Notary Public**

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

2) Respondent's Questionnaire

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

1. Contact Information

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

2. Emergency Contact

Emergency Contact Person: _____
Cell Phone Number: _____Email: _____

3. Authorized Signatories

The Respondent represents that the following persons are authorized to sign Responses, and/or sign Contracts and related documents to which the Respondent will be duly bound. *The Aviation Authority will verify all named signatories on Sunbiz.org.* If the authorized person is not registered on https://dos.fl.gov/sunbiz/search/, the Respondent should provide with their submittal proof of authorization.

Name	Title	Indicate Principal or Authorized Authority

4. Experience

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

5. Contractor's Personnel as Listed In Section 3, Scope Of Work/Specifications

a. Provide the Resume for the On Site Manager and Supervisors these positions appeared to be the same?

6. List of Equipment and Tools as listed in Section 3, Scope of Work.

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

Ref #1. Customer/Client:
Description of Services:
Square Footage
Start and End Date of Contract:
Contract Amount:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref # 2. Customer/Client:
Description of Services:
Square Footage
Start and End Date of Contract:
Contract Amount
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Ref #3. Customer/Client:
Description of Services:
Square Footage
Start and End Date of Contract:
Contract Amount
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

3) Conflict of Interest Disclosure Form

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

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

Comments:

_____
_____
_____
_____
_____

Acknowledged by:

_____

Firm Name:

_____

Signature of Authorized Representative:

_____

Name and Title (Print or Type):

_____

Date:

_____

4) 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:_____

5) E-Verification Certification Form

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

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

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

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

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

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

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

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

Company Name:_____

Authorized Name:_____ Title:_____

Signature:_____ Date_____

****

State of_____

County of _____

This instrument was acknowledged before me on_____(Date)

Notary Public Signature_____

6) LDB Certification

7) **Current W9**

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

8) **Proof of Insurance**

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

Certificate of Insurance on Acord form or form acceptable to Aviation Authority, or a signed affirmation of ability to comply from a licensed insurance agent, or with an insurance quote.