



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 10-22

TRASH REMOVAL SERVICES

**ORLANDO INTERNATIONAL AIRPORT
AND
ORLANDO EXECUTIVE AIRPORT**

ORLANDO, FLORIDA

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PURCHASING BID 10-22
TRASH REMOVAL SERVICES
ORLANDO, FLORIDA

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5.2. Contract

This Agreement/Contract is made and entered into effective as of the 1 day of October 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and Republic Services of Florida, LP, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, trucks, equipment, materials, and tools necessary to furnish and install trash compactors and/or trash containers. Services shall also include the pick-up and/or removal of wet and dry compacted and non-compacted trash/refuse, recyclable materials and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 10-22, Trash Removal Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

Official Seal

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: Phillip N. Brown Phillip N Brown
Chief Executive Officer
Oct 27 2021 10:29 AM
DocuSign

Its: _____

Date: _____

Attest: [Signature]
Assistant Secretary

WITNESSED BY:

Mary Boyer
Mary Boyer, Municipal Manager

"CONTRACTOR"

Republic Services of Florida, Limited Partnership
(Name of Contractor)

By: [Signature] (Seal)
(Signature of Owner or General Partner)

Its: General Manager
(Title)

Trey Richardson
Name of Owner or General Partner Printed
or Typed

Date: 9/20/21

Approved as to Form and Legality
this 20 day of October, 2021
Nelson Mullins Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

Performance Bond No.: 880382**Performance Bond Expiration Date:** 9/30/2022

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

that Republic Services of Florida, Limited Partnership
, hereinafter called Principal, and
Evergreen National Indemnity Company
, a corporation organized under the laws of the State of
Ohio and licensed to do business in the State of Florida,
hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation
Authority, hereinafter called Aviation Authority, in the Penal Sum of **Two Hundred and Fifty
Thousand Dollars (\$250,000.00)**, for the payment of which sum well and truly made,
Principal and Surety bind ourselves, our heirs, personal representatives, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for Purchasing Bid 10-22, Trash Removal Services at Orlando International Airport, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

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

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

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 21st day of September, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to Aviation Authority of its governing body.

Signed, sealed and delivered
in the presence of:

Republic Services of Florida, Limited Partnership
a Delaware limited partnership

By: Republic Services of Florida GP, Inc.
a Delaware corporation
General Partner

Principal (Name of Contractor)

By: Calvin R. Boyd
(Signature) Calvin R. Boyd

Its: Treasurer
(Title)

[Signature]
Witness
[Signature]
Witness
(Seal)

Evergreen National Indemnity Company
Name of Surety

By: Amber Engel
(Signature) Amber Engel

Its: Attorney-in-Fact
(Title)

[Signature]
Witness
Dubois Libberson
Witness

Address: 6140 Parkland Blvd, Ste 321, Mayfield Heights, OH 44124

Telephone No.: 206-441-6300

Fax No.: 610-537-2350

E-Mail Address: amber.engel@usi.com

N/A
(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

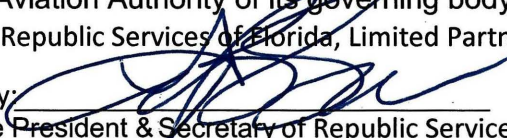
Surety companies executing bonds must meet the requirements set forth in Section 2 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

Republic Services of Florida, Limited Partnership

By: 

Vice President & Secretary of Republic Services of Florida GP, Inc.,
Its General Partner

(Corporate Seal)

*Republic Services of Florida GP, Inc., the general partner of Republic Services of Florida, Limited Partnership

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. 880382

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

Amber Engel

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 21st day of September, 2021.



Wan C. Collier, Secretary



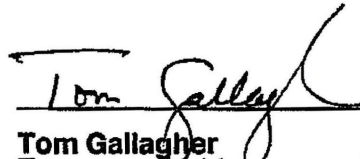
**Florida
Department
of Insurance**

EVERGREEN NATIONAL INDEMNITY COMPANY

**Is hereby authorized to transact
insurance in the State of Florida.**

**This certificate signifies that the company
has satisfied all requirements of the
Florida Insurance Code for the issuance
of a license and remains subject to
all applicable laws of Florida.**

**Date of Issuance: November 28, 1983
No. 94-36-2467238**



**Tom Gallagher
Treasurer and Insurance Commissioner**



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 6

DATE (MM/DD/YYYY)
09/20/2021

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

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

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext): FAX (A/C No.Ext):	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Fire Underwriters Insurance Co.	20702
	INSURER D: Illinois Union Insurance Company	27960
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 2073887****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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ☒ SCHEDULED ONLY ☒ HIRED AUTOS ☒ NON-OWNED ONLY			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022 06/30/2022	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
	Contractor's Pollution Liability:			See page 2 for details	06/30/2021	06/30/2022	

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

Division Number: 3778 - Named Insured Includes: Republic Services of Florida, Limited Partnership - Dba: Republic Services of Orlando - Rocket Boulevard TS

CERTIFICATE HOLDERGREATER ORLANDO AVIATION AUTHORITY - PURCHASING
C/O CERTFOCUS (CFID#: 300626) (REF# P0000617)
PO BO 140528
KANSAS CITY, MO 64131
United States**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



ADDITIONAL REMARKS SCHEDULE

Page 2 of 6

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2073887

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2290912

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate

Re: IFB 10-22 - Trash Removal Services

Additional Insured includes: Aviation Authority and the City of Orlando and their members, officers, employees, and agents, when required by written contract.

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**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Republic Services, Inc.			Endorsement Number 24
Policy Symbol ISA	Policy Number H25549752	Policy Period 06/30/2021 TO 06/30/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, which include permits and licenses, provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

POLICY NUMBER: HDO G72482074

Endorsement Number: 144

**COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

1

POLICY NUMBER: HDO G72482074

Endorsement Number: 113

**COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

Greater Orlando Aviation Authority
IFB No.: 10-22 TRASH REMOVAL SERVICES
BID PRICE SHEET - YEAR 1

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

MONTHLY RENTAL FEES - COMPACTOR / OPEN CONTAINER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Compactor (including Power Packs)	\$ 250.00	12	14	\$ 42,000.00
33-Yard Compactor (including Power Packs) - STC	\$ 250.00	6	4	\$ 6,000.00
30-Yard Open Container	\$ -	12	6	\$ -
30-Yard Open Container with Cover	\$ -	12	2	\$ -
20-Yard Open Container	\$ -	12	4	\$ -

MONTHLY RENTAL FEES - RECYCLING COMPACTOR / OPEN CONTAINER / FRONT END LOADER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Recycling Compactor (including Power Packs)	\$ 250.00	12	3	\$ 9,000.00
33-Yard Recycling Compactor (including Power Packs) - STC	\$ 250.00	6	4	\$ 6,000.00
30-Yard Open Recycling Container	\$ -	12	1	\$ -
20-Yard Open Recycling Container	\$ -	12	1	\$ -
8-Yard Front End Loader Recycling Container	\$ -	12	3	\$ -

PULL FEES - COMPACTOR / OPEN CONTAINER				
Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)	
33-Yard Compactor	\$ 190.00	1,300	\$ 247,000.00	
20-Yard Open Container	\$ 142.00	340	\$ 48,280.00	
30-Yard Open Container	\$ 142.00	1,500	\$ 213,000.00	

PULL FEES - RECYCLING COMPACTOR / OPEN CONTAINER				
Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)	
33-Yard Recycling Compactor***	\$ 300.00	60	\$ 18,000.00	
30-Yard Recycling Container***	\$ 200.00	12	\$ 2,400.00	
20-Yard Recycling Container***	\$ 200.00	12	\$ 2,400.00	

PULL FEES - RECYCLING FRONT END LOADER				
Type	Monthly Pull Fee (Per Unit) (\$)	No. of Months*	Estimated No. of Units**	Extension (\$)
8-Yard Front End Loader Recycling Container - Monthly Price (shall include 2 pulls per week)***	\$ 165.00	12	3	\$ 5,940.00

SANITIZING AND DISINFECTING - COMPACTOR / CONTAINER				
Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Compactor	\$ -	18	2	\$ -
30-Yard Open Container	\$ -	8	2	\$ -

20-Yard Open Container	\$ -	4	2	\$ -
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SANITIZING AND DISINFECTING - RECYCLING COMPACTOR / CONTAINER / FRONT END LOADER				
Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Recycling Compactor	\$ -	7	2	\$ -
30-Yard Open Recycling Container	\$ -	1	2	\$ -
20-Yard Open Recycling Container	\$ -	1	2	\$ -
8-Yard Front End Loader Recycling Container	\$ -	3	2	\$ -

MONTHLY RENTAL FEES - CART TIPPER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
Electrical Cart Tipper	\$ 25.00	12	2	\$ 600.00

TOTAL YEAR 1 PRICE \$ 600,620.00

* Unit Price for Pull Fees shall include City of Orlando Franchise Fee.

** The frequency and the number of units per year have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the frequency and the number of units to differ from the estimates. The Authority has no obligation to request any amount of frequency or any number of units or to require the use of any particular quantity of frequency or number of units. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the unit price provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and provided by the Contractor.

*** There shall be no tipping fees for Materials from the Recycling compactors, containers, and front end loaders unless the materials are contaminated. The Contractor shall provide proof that the recyclable materials are contaminated.

Bid 10-22, Trash Removal Services, at the Orlando International Airport

Submitted by: Republic Services of Florida, Limited Partnership

11255 Rocket Blvd, Orlando, FL 32824

Due date: July 15, 2021 at 3:00 PM

Original



REPUBLIC
SERVICES

We'll handle it from here.™

Attachment A - Bidder's Certification

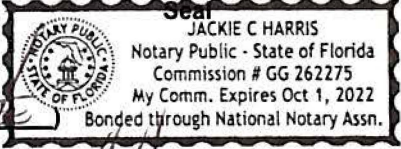
I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

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

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

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

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

Company	Sworn to and subscribed before me by means of:
REPUBLIC SERVICES OF FL, LP	☒ physical presence or ☐ online notarization
Bidder's Signature 	this day of <u>JULY 2ND</u> 20 <u>21</u>
Print Name and Title TREY RICHARDSON, GENERAL MANAGER	by <u>TREY RICHARDSON</u> who is
	☒ Personally Known; or ☐ Produced Identification. Type of identification produced:
Address: 11255 Rocket Blvd	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05]
ORLANDO, FL 32836	(STATE OF FLORIDA)
Date 7/2/21	
Duns Number 074702965	COUNTY OF <u>ORANGE</u>
	Notary Signature: 
Federal Tax Id Number 65-0965470	Notary Public My Commission Expires: 10/1/22
Email: nrichardson2@Republicservices.com	<u>JACKIE C. HARRIS</u> Printed, typed or stamped commissioned name of Notary Public

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

Attachment B - Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 10-22**

A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED. The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Bid Price Form as detailed in the instructions for Bid Submittals listed in Section 7.

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

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

The Bidder agrees to provide all labor, supervision, trucks, equipment, materials, and tools necessary to furnish and install trash compactors and/or trash containers. Services shall also include the pick-up and/or removal of wet and dry compacted and non-compacted trash/refuse, recyclable materials and all other items necessary or proper for, or incidental to, performing Trash Removal Services described in the Contract Documents.

IFB 10-22, TRASH REMOVAL SERVICES

TOTAL THREE (3) YEAR BID PRICE:

ONE Million-NINE hundred & ninety five thousand \$ 1,995,146.58
(Print Dollar Amount) ONE hundred forty six & fifty eight cents.

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

Authorized Signature: _____

Name and Title (Typed or Printed): TREY RICHARDSON, GENERAL MANAGER

Date: _____

7/2/2021

Greater Orlando Aviation Authority
IFB No.: 10-22 TRASH REMOVAL SERVICES
BID PRICE SHEET - YEAR 1

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

MONTHLY RENTAL FEES - COMPACTOR / OPEN CONTAINER

Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Compactor (including Power Packs)	\$ 250.00	12	14	\$ 42,000.00
33-Yard Compactor (including Power Packs) - STC	\$ 250.00	6	4	\$ 6,000.00
30-Yard Open Container	\$ -	12	6	\$ -
30-Yard Open Container with Cover	\$ -	12	2	\$ -
20-Yard Open Container	\$ -	12	4	\$ -

MONTHLY RENTAL FEES - RECYCLING COMPACTOR / OPEN CONTAINER / FRONT END LOADER

Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Recycling Compactor (including Power Packs)	\$ 250.00	12	3	\$ 9,000.00
33-Yard Recycling Compactor (including Power Packs) - STC	\$ 250.00	6	4	\$ 6,000.00
30-Yard Open Recycling Container	\$ -	12	1	\$ -
20-Yard Open Recycling Container	\$ -	12	1	\$ -
8-Yard Front End Loader Recycling Container	\$ -	12	3	\$ -

PULL FEES - COMPACTOR / OPEN CONTAINER

Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)
33-Yard Compactor	\$ 190.00	1,300	\$ 247,000.00
20-Yard Open Container	\$ 142.00	340	\$ 48,280.00
30-Yard Open Container	\$ 142.00	1,500	\$ 213,000.00

PULL FEES - RECYCLING COMPACTOR / OPEN CONTAINER

Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)
33-Yard Recycling Compactor***	\$ 300.00	60	\$ 18,000.00
30-Yard Recycling Container***	\$ 200.00	12	\$ 2,400.00
20-Yard Recycling Container***	\$ 200.00	12	\$ 2,400.00

PULL FEES - RECYCLING FRONT END LOADER

Type	Monthly Pull Fee (Per Unit) (\$)	No. of Months*	Estimated No. of Units**	Extension (\$)
8-Yard Front End Loader Recycling Container - Monthly Price (shall include 2 pulls per week)***	\$ 165.00	12	3	\$ 5,940.00

SANITIZING AND DISINFECTING - COMPACTOR / CONTAINER

Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Compactor	\$ -	18	2	\$ -
30-Yard Open Container	\$ -	8	2	\$ -

20-Yard Open Container	\$ -	4	2	\$ -
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SANITIZING AND DISINFECTING - RECYCLING COMPACTOR / CONTAINER / FRONT END LOADER				
Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Recycling Compactor	\$ -	7	2	\$ -
30-Yard Open Recycling Container	\$ -	1	2	\$ -
20-Yard Open Recycling Container	\$ -	1	2	\$ -
8-Yard Front End Loader Recycling Container	\$ -	3	2	\$ -

MONTHLY RENTAL FEES - CART TIPPER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
Electrical Cart Tipper	\$ 25.00	12	2	\$ 600.00

TOTAL YEAR 1 PRICE \$ 600,620.00

* Unit Price for Pull Fees shall include City of Orlando Franchise Fee.

** The frequency and the number of units per year have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the frequency and the number of units to differ from the estimates. The Authority has no obligation to request any amount of frequency or any number of units or to require the use of any particular quantity of frequency or number of units. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the unit price provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and provided by the Contractor.

*** There shall be no tipping fees for Materials from the Recycling compactors, containers, and front end loaders unless the materials are contaminated. The Contractor shall provide proof that the recyclable materials are contaminated.

Greater Orlando Aviation Authority
IFB No.: 10-22 TRASH REMOVAL SERVICES

BID PRICE SHEET - YEAR 2

MONTHLY RENTAL FEES - COMPACTOR / OPEN CONTAINER

Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Compactor (including Power Packs)	\$ 257.50	12	14	\$ 43,260.00
33-Yard Compactor (including Power Packs) - STC	\$ 257.50	12	4	\$ 12,360.00
30-Yard Open Container	\$ -	12	6	\$ -
30-Yard Open Container with Cover	\$ -	12	2	\$ -
20-Yard Open Container	\$ -	12	4	\$ -

MONTHLY RENTAL FEES - RECYCLING COMPACTOR / OPEN CONTAINER / FRONT END LOADER

Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Recycling Compactor (including Power Packs)	\$ 257.50	12	3	\$ 9,270.00
33-Yard Recycling Compactor (including Power Packs) - STC	\$ 257.50	12	4	\$ 12,360.00
30-Yard Open Recycling Container	\$ -	12	1	\$ -
20-Yard Open Recycling Container	\$ -	12	1	\$ -
8-Yard Front End Loader Recycling Container	\$ -	12	3	\$ -

PULL FEES - COMPACTOR / OPEN CONTAINER

Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)
33-Yard Compactor	\$ 195.70	1,400	\$ 273,980.00
20-Yard Open Container	\$ 146.26	360	\$ 52,653.60
30-Yard Open Container	\$ 146.26	1,580	\$ 231,090.80

PULL FEES - RECYCLING COMPACTOR / OPEN CONTAINER

Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)
33-Yard Recycling Compactor***	\$ 309.00	84	\$ 25,956.00
30-Yard Recycling Container***	\$ 206.00	12	\$ 2,472.00
20-Yard Recycling Container***	\$ 206.00	12	\$ 2,472.00

PULL FEES - RECYCLING FRONT END LOADER

Type	Monthly Pull Fee (Per Unit) (\$)	No. of Months*	Estimated No. of Units**	Extension (\$)
8-Yard Front End Loader Recycling Container - Monthly Price (shall include 2 pulls per week)***	\$ 169.95	12	3	\$ 6,118.20

SANITIZING AND DISINFECTING - COMPACTOR / CONTAINER

Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Compactor	\$ -	18	2	\$ -
30-Yard Open Container	\$ -	8	2	\$ -
20-Yard Open Container	\$ -	4	2	\$ -

SANITIZING AND DISINFECTING - RECYCLING COMPACTOR / CONTAINER / FRONT END LOADER				
Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Recycling Compactor	\$ -	7	2	\$ -
30-Yard Open Recycling Container	\$ -	1	2	\$ -
20-Yard Open Recycling Container	\$ -	1	2	\$ -
8-Yard Front End Loader Recycling Container	\$ -	3	2	\$ -

MONTHLY RENTAL FEES - CART TIPPER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
Electrical Cart Tipper	\$ 25.75	12	2	\$ 618.00

TOTAL YEAR 2 PRICE \$ 672,610.60

* Unit Price for Pull Fees shall include City of Orlando Franchise Fee.

** The frequency and the number of units per year have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the frequency and the number of units to differ from the estimates. The Authority has no obligation to request any amount of frequency or any number of units or to require the use of any particular quantity of frequency or number of units. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the unit price provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and provided by the Contractor.

*** There shall be no tipping fees for Materials from the Recycling compactors, containers, and front end loaders unless the materials are contaminated. The Contractor shall provide proof that the recyclable materials are contaminated.

**Greater Orlando Aviation Authority
IFB No.: 10-22 TRASH REMOVAL SERVICES**

Republic Services

BID PRICE SHEET - YEAR 3

MONTHLY RENTAL FEES - COMPACTOR / OPEN CONTAINER

Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Compactor (including Power Packs)	\$ 265.22	12	14	\$ 44,556.96
33-Yard Compactor (including Power Packs) - STC	\$ 265.22	12	4	\$ 12,730.56
30-Yard Open Container	\$ -	12	6	\$ -
30-Yard Open Container with Cover	\$ -	12	2	\$ -
20-Yard Open Container	\$ -	12	4	\$ -

MONTHLY RENTAL FEES - RECYCLING COMPACTOR / OPEN CONTAINER / FRONT END LOADER

Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
33-Yard Recycling Compactor (including Power Packs)	\$ 265.22	12	3	\$ 9,547.92
33-Yard Recycling Compactor (including Power Packs) - STC	\$ 265.22	12	4	\$ 12,730.56
30-Yard Open Recycling Container	\$ -	12	1	\$ -
20-Yard Open Recycling Container	\$ -	12	1	\$ -
8-Yard Front End Loader Recycling Container	\$ -	12	3	\$ -

PULL FEES - COMPACTOR / OPEN CONTAINER

Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)
33-Yard Compactor	\$ 201.57	1,470	\$ 296,307.90
20-Yard Open Container	\$ 150.64	380	\$ 57,243.20
30-Yard Open Container	\$ 150.64	1,660	\$ 250,062.40

PULL FEES - RECYCLING COMPACTOR / OPEN CONTAINER

Type	Unit Price* (\$)	Estimated Frequency per Year**	Extension (\$)
33-Yard Recycling Compactor***	\$ 318.00	84	\$ 26,712.00
30-Yard Recycling Container***	\$ 212.00	12	\$ 2,544.00
20-Yard Recycling Container***	\$ 212.00	12	\$ 2,544.00

PULL FEES - RECYCLING FRONT END LOADER

Type	Monthly Pull Fee (Per Unit) (\$)	No. of Months*	Estimated No. of Units**	Extension (\$)
8-Yard Front End Loader Recycling Container - Monthly Price (shall include 2 pulls per week)***	\$ 175.00	12	3	\$ 6,300.00

SANITIZING AND DISINFECTING - COMPACTOR / CONTAINER

Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Compactor	\$ -	18	2	\$ -
30-Yard Open Container	\$ -	8	2	\$ -
20-Yard Open Container	\$ -	4	2	\$ -

SANITIZING AND DISINFECTING - RECYCLING COMPACTOR / CONTAINER / FRONT END LOADER				
Type	Unit Price (\$)	Estimated No. of Units**	Estimated Frequency Per Year**	Extension (\$)
33-Yard Recycling Compactor	\$ -	7	2	\$ -
30-Yard Open Recycling Container	\$ -	1	2	\$ -
20-Yard Open Recycling Container	\$ -	1	2	\$ -
8-Yard Front End Loader Recycling Container	\$ -	3	2	\$ -

MONTHLY RENTAL FEES - CART TIPPER				
Type	Monthly Rental Fee (Per Unit) (\$)	No. of Months	Estimated No. of Units**	Extension (\$)
Electrical Cart Tipper	\$ 26.52	12	2	\$ 636.48

TOTAL YEAR 3 PRICE \$ 721,915.98

* Unit Price for Pull Fees shall include City of Orlando Franchise Fee.

** The frequency and the number of units per year have been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the frequency and the number of units to differ from the estimates. The Authority has no obligation to request any amount of frequency or any number of units or to require the use of any particular quantity of frequency or number of units. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the unit price provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and provided by the Contractor.

*** There shall be no tipping fees for Materials from the Recycling compactors, containers, and front end loaders unless the materials are contaminated. The Contractor shall provide proof that the recyclable materials are contaminated.

Bidder/Contractor Acknowledgement and Approval

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

Company Name:	Republic Services
Authorized Signature:	
Printed Name/Title:	Trey Richardson
Date:	7/2/21

Attachment C - Addendum Receipt Verification

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

Addendum No. <u>1</u>	Dated <u>6/25/21</u>
Addendum No. <u>2</u>	Dated <u>7/7/21</u>
Addendum No. <u>3</u>	Dated <u>7/8/21</u>
Addendum No. <u>4</u>	Dated <u>7/13/21</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

REPUBLIC SERVICES OF FL, LP
Company

Signature
TREY RICHARDSON
Print Name
GENERAL MANAGER
Title

ADDENDUM NO. 1
TO
PURCHASING BID 10-22
TRASH REMOVAL SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

June 25, 2021

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

ITEM 1: Replace Page 1, Page 65 and Page 79 with corrected Page 1, Page 65 and Page 79.
Change the Sealed Bid opening date from 3:00 p.m., July 6, 2021 to 3:00 p.m., July 9, 2021.

ITEM 2: Question: Can a site visit be setup so we can see the various locations containers will be required?

Answer: The Greater Orlando Aviation Authority has arranged a site visit. To attend each person will need to confirm attendance by email vlad.opreanu@goaa.org no later than 11:00 a.m. June 29, 2021. The site visit will depart 8652 Casa Verde Road Bldg 811, Orlando FL 32827 at 10:00 a.m. EST on June 30, 2021 for all parties interested. Anyone who would like to attend the site visit must bring a valid drivers license.

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



Vlad Opreanu, CPPB
Senior Purchasing Agent

6/25/21
Date



(REVISED PER ADDENDUM NO. 1)

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB 10-22

Title: Trash Removal Services

DATE OF ISSUE: June 14, 2021

PRE- BID CONFERENCE OR GOTOMEETING:

Bidders may attend in person or via GoToMeeting.

June, 23, 2021 1:00 p.m. EST

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

<https://global.gotomeeting.com/join/737038365>

United States (Toll Free): 1-877-309-2073 Access Code: 737-038-365

DEADLINE FOR QUESTIONS July 2, 2021, 2:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

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

SUMBIT BIDS TO:

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

IFB DUE DATE: **July 9, 2021**

IFB DUE TIME: **3:00 pm, EST**

6.0 BID SUBMITTALS/ ATTACHMENTS

6.1 Bid Opening

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids must be submitted no later than 3:00 p.m. EST, Wednesday July 9, 2021 in sealed envelopes bearing the words "Purchasing Bid 10-22, Trash Removal Services, at the Orlando International Airport."**
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:
One hardcopy marked "ORIGINAL" with One Printed Original Bid Price Form.
One hardcopy marked "COPY" with One Printed Copy Bid Price Form.
One COMPLETE electronic copy on a USB drive in PDF format. The Bid Price Form Excel spreadsheets shall not be recorded in PDF.
- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

6.2 Delivery of Bid

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

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

Attachment K – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, Purchasing Bid 10-22. Trash Removal Services, for Orlando International Airport, opening at 3:00 p.m. EST, July 9, 2021, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

ADDENDUM NO. 2
TO
PURCHASING BID 10-22
TRASH REMOVAL SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

July 7, 2021

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

ITEM 1: Replace Page 1, Page 65 and Page 79 with corrected Page 1, Page 65 and Page 79.
Change the Sealed Bid opening date from 3:00 p.m., July 9, 2021 to 3:00 p.m., July 15, 2021.

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



Vlad Opreanu, CPPB
Senior Purchasing Agent

7/7/21
Date



(REVISED PER ADDENDUM NO. 2)

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB 10-22

Title: Trash Removal Services

DATE OF ISSUE: June 14, 2021

PRE- BID CONFERENCE OR GOTOMEETING:

Bidders may attend in person or via GoToMeeting.

June, 23, 2021 1:00 p.m. EST

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

<https://global.gotomeeting.com/join/737038365>

United States (Toll Free): 1-877-309-2073 Access Code: 737-038-365

DEADLINE FOR QUESTIONS July 2, 2021, 2:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

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

SUMBIT BIDS TO:

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

IFB DUE DATE: **July 15, 2021**

IFB DUE TIME: **3:00 pm, EST**

6.0 BID SUBMITTALS/ ATTACHMENTS

6.1 Bid Opening

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids must be submitted no later than 3:00 p.m. EST, Wednesday July 15, 2021** in sealed envelopes bearing the words **"Purchasing Bid 10-22, Trash Removal Services, at the Orlando International Airport."**
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:
One hardcopy marked "ORIGINAL" with **One Printed Original Bid Price Form.**
One hardcopy marked "COPY" with **One Printed Copy Bid Price Form.**
One COMPLETE electronic copy on a USB drive in PDF format. The Bid Price Form Excel spreadsheets shall not be recorded in PDF.
- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

6.2 Delivery of Bid

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

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

Attachment K – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, Purchasing Bid 10-22. Trash Removal Services, for Orlando International Airport, opening at 3:00 p.m. EST, July 15, 2021, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

ADDENDUM NO. 3
TO
PURCHASING BID 10-22
TRASH REMOVAL SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

July 8, 2021

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

ITEM 1: Replace Pages 32 and 33 with corrected Pages 32 and 33. Change the open containers identified in Exhibit 1 for location 15 from 40 yard to 30 yard containers.

ITEM 2: Replace Page 31 with corrected Page 31. Section 3.23 will be removed in its entirety.

ITEM 3: Question: Can spare back-up compactors or equipment be stored onsite at GOAA?

Answer: Spare compactors and open containers will be stored onsite at Airport property.

ITEM 4: Question: Page 6 – Due to annual inflation and the state of our current economy, would GOAA consider an annual price increase beginning on the 2nd year of the contract? This will help to make the bid pricing more competitive, instead of having to establish a 3-year firm price at the beginning of the contract.

Answer: The Authority will not modify the Bid Price Sheet. The solicitation allows for the bidder to provide different pricing within the initial 3-year contract term.

ITEM 5: Question: Page 6 – Are the contract period renewal options, bi-lateral (i.e. based upon consent of both parties) or unilateral?

Answer: The renewal options will be exercised upon agreement by both parties.

ITEM 6: Question: Page 6 – Is there any contract language that allows for extraordinary cost increases?

Answer: No, pricing shall be firm for the 3-year initial contract term.

ITEM 7: Question: Page 8 – Due to the pandemic, equipment manufacturers are currently several weeks behind fulfilling equipment orders. Can GOAA provide notice to the Bidder within 15 days from the opening of Bids to allow for more time for equipment to be ordered? If not, can the Contract start after October 1?

Answer: The Authority will allow adequate time for the transition to the new contract.

ITEM 8: Question: Page 18, Identification and Access Requirements. Do the requirements in this section need to be supplied by the Awarded Contractor only or by the Bidder also with their response? Would GOAA reduce this to a "five (5) year work history requirement"?

Answer: The Authority will not change Section 2.6 Identification and Access Requirements.

ITEM 9: Question: Page 23 – 3.3 Work Hours - If the disposal site is not open on holidays, Sundays, or at night, the Bidder will not be able to dispose of waste/recycling appropriately. Can the work hours be modified to state "removal on dates allowable at the disposal facility" or similar language?

Answer: Contractor shall perform Trash Removal Services seven (7) days a week, scheduling such services to conform to operating hours of the Orange County Landfill or other EPA approved trash disposal and/or recycling location(s) as specified in Sections 3.16 and 3.17. The Authority will take into consideration hours of operations when requesting removal of trash (see Sections 3.3 and 3.14.c).

ITEM 10: Question: Page 23 – 3.3 Work Hours - Please clarify what constitutes an emergency event? Does the event have to be declared as emergency by local authorities such as an approaching hurricane?

Answer: Please see Page 23 Section 3.3.b.

ITEM 11: Question: Page 23 – 3.3 Work Hours - In the event of a tropical storm or hurricane, Commercial vehicles may not be allowed to operate due to DOT safety regulations regarding sustained wind speeds. Can GOAA add language to the contract stating, "Service will not be required to be performed in the event of a tropical storm, hurricane or other type of disaster that makes it unsafe for the Contractor to operate a vehicle." Does the Authority recognize this could be an issue with providing 24/7/365 service?

Answer: The Authority will not modify Section 3.3. The Authority will take safety into consideration during declared emergency situations.

ITEM 12: Question: Page 25/26 – 3.11 Equipment Inventory - A maintained compactor can typically last 15 years. If the Bidder can supply freshly refurbished like-new condition compactors, can the 5-year-old or newer requirement be removed or changed to 10 years old or newer?

Answer: The Authority will not modify Section 3.11.

ITEM 13: Question: Page 25/26 – 3.11 Equipment Inventory - Do the compactors require 3-phase electrical power?

Answer: Yes, the power packs for the compactors require 3-phase electrical power.

ITEM 14: Question: Page 25/26 – 3.11 Equipment Inventory - Will GOAA accept 33yard or 34yard compactors?

Answer: The Authority requirement for all compactors listed is 33 yards (see Exhibit 1).

ITEM 15: Question: Page 25/26 – 3.11 Equipment Inventory - A maintained roll-off container can typically last 15 years. If the Bidder can supply freshly refurbished like-new condition roll-off containers, can the 5-year-old or newer requirement be removed or changed to 10 years old or newer?

Answer: The Authority will not modify Section 3.11.

ITEM 16: Question: Page 25/26 – 3.11 Equipment Inventory - Can GOAA provide a photo of the 40yd trash roll-off with cover?

Answer: The Authority currently does not have a 40 yard containers with cover.

ITEM 17: Question: Page 25/26 – 3.11 Equipment Inventory - A maintained dumpster can typically last 15 years. If the Bidder can supply freshly refurbished like-new condition dumpsters, can the 5-year-old or newer requirement be removed or changed to 10 years old or newer?

Answer: The Authority will not modify Section 3.11.

ITEM 18: Question: Page 27, 3.12 Compactors and Containers Operation and Maintenance - Can the Bidder replace a compactor that needs to be taken offsite for repairs with a temporary use roll-off container until the repairs are completed?

Answer: No, the Contractor is required to use one of the spares located at the Airport.

ITEM 19: Question: Page 27, 3.12 Compactors and Containers Operation and Maintenance - Would GOAA agree to change contract language to state no emergency service required on a holiday or on Sundays?

Answer: The Authority will not modify Section 3.12.

ITEM 20: Question: Page 27, 3.12 Compactors and Containers Operation and Maintenance - Would GOAA agree to change contract language to "within 12-hours" to allow for more time for the repair or replacement to take place?

Answer: The Authority will not modify Section 3.12.

ITEM 21: Question: Page 27, 3.12 Compactors and Containers Operation and Maintenance - Would GOAA agree to change contract language to state no electrical repair service required on a holiday or on Sundays?

Answer: The Authority will not modify Section 3.12.

ITEM 22: Question: Page 28, 3.14 Performance Requirements - Would GOAA agree to change contract language to state no emergency service required on a holiday or on Sundays?

Answer: The Authority will not modify Section 3.14.

ITEM 23: Question: Page 28, 3.14 Performance Requirements - Would GOAA agree to change contract language to "within 12-hours of receipt of notice" to allow for more time?

Answer: The Authority will not modify Section 3.14.

ITEM 24: Question: Page 28, 3.14 Performance Requirements - Would GOAA agree to change contract language regarding the afternoon service to "not later than 2:00 p.m." to allow for more time?

Answer: The Authority will not modify Section 3.14.

ITEM 25: Question: What specific process do the drivers need to follow to get on and off the airport grounds with their trucks?

Answer: All drivers shall be trained and badged per the bid document (see Section 2.6.f).

ITEM 26: Question: How many minutes does it take on average to get ON the airport grounds?

Answer: This information is not available to the Authority. See Exhibit 2 for container locations throughout Airport property.

ITEM 27: Question: How many minutes does it take on average to get OFF the airport grounds?

Answer: This information is not available to the Authority. See Exhibit 2 for container locations throughout Airport property.

ITEM 28: Question: Page 29, 3.17 Landfill Tipping Fees - If service is requested outside of the landfills operating hours and the landfill will not accept the materials, can the Bidder charge the disposal rate for the landfill that will accept the materials?

Answer: Contractor shall perform Trash Removal Services seven (7) days a week, scheduling such services to conform to operating hours of the Orange County Landfill or other EPA approved trash disposal and/or recycling location(s) as specified in Sections 3.16 and 3.17. The Authority will take into consideration hours of operations when requesting removal of trash (see Sections 3.3 and 3.14.c).

ITEM 29: Question: Page 29, 3.17 Landfill Tipping Fees - Is the Bidder required to haul if service is requested by GOAA at a time when there are not allowable landfills open to accept the materials?

Answer: Contractor shall perform Trash Removal Services seven (7) days a week, scheduling such services to conform to operating hours of the Orange County Landfill or other EPA approved trash disposal and/or recycling location(s) as specified in Sections 3.16 and 3.17. The Authority will take into consideration hours of operations when requesting removal of trash (see Sections 3.3 and 3.14.c).

ITEM 30: Question: Page 29, 3.17 Landfill Tipping Fees - Can the Bidder pass through any 3rd party disposal or franchise fee cost increases to GOAA with written proof of said increase?

Answer: No, pricing shall be firm for the 3-year initial contract term.

ITEM 31: Question: Page 29, 3.17 Landfill Tipping Fees - If no increase is allowed, would GOAA setup a direct billing account with the disposal site so that the hauler is not liable to absorb cost increases outside of their control?

Answer: The Authority shall pay the tipping fees directly to Orange County or any other EPA approved trash disposal location. The tipping fees at any EPA approved trash disposal location shall not exceed the Orange County Landfill rates.

ITEM 32: Question: Page 31, 3.23 Inspection and Approval - Will GOAA remove this requirement "provide daily work sheets..."? If not, please clarify further specifically what is required here? Is this just for repair work to containers?

Answer: See item 2.

ITEM 33: Question: Page 32 – Exhibit 1 - Is trash Location #7, #8, Type P, an open top 33yd compactor with a tipper?

Answer: Locations 7 and 8 requires compactors with a tipper.

ITEM 34: Question: Page 32 – Exhibit 1 - What size/type of container is being tipped into the compactor? Does the Bidder supply these?

Answer: The Authority will provide 95 gallon wheeled carts.

ITEM 35: Question: Page 32 – Exhibit 1 - Is trash Location #9, #11, Type P-WC, a solid enclosed top 33yd compactor with a hopper?

Answer: Yes it is a solid enclosed top 33 yard compactor with a 2 door hopper.

ITEM 36: Question: Page 32 – Exhibit 1 - Is recycling Location #11, #12, #16, Type P-WC, a solid enclosed top 33yd compactor?

Answer: Yes they are solid enclosed top 33 yard compactors.

ITEM 37: Question: Page 32 – Exhibit 1 - Do these need a hopper or cart tipper? If so, what size/type of container is being tipped into the compactor? Does the Bidder supply these?

Answer: The Authority needs more information to answer this question.

ITEM 38: Question: Page 32 – Exhibit 1 - Is recycling Location #19, #5, Type OC-WC, an Open Container with an enclosed cover with sliding doors? If not, what type of cover is required?

Answer: Yes these are covered containers with side doors.

ITEM 39: Question: Microsoft Excel, BID PRICE SHEET - Can the Bidder increase the Unit Price for Pull Fees if the City of Orlando Franchise Fee increases?

Answer: No, pricing shall be firm for the 3-year initial contract term.

ITEM 40: Question: Microsoft Excel, BID PRICE SHEET - Is the Bidder allowed to list different Unit Prices for Year 1, Year 2 and Year 3?

Answer: Yes, Year 1 is tabulation sheet 1, Year 2 is tabulation sheet 2 and Year 3 is tabulation sheet 3.

ITEM 41: Question: Microsoft Excel, BID PRICE SHEET - What size cart tipper is required?

Answer: The cart tipper shall be able to handle a 95 gallon cart.

ITEM 42: Question: The size and quantity of containers shown on Exhibit 1 Equipment List (page 33) does not match the Bid Price Sheet. For example, the 2 each / 40yd open containers with cover missing from the Bid Price Sheet? Will GOAA please correct the Bid Price Sheets include all necessary equipment?

Answer: See item 1.

ITEM 43: Question: Bid Price Sheet - For Row #8 and #16. Please verify that the 33-yard compactor (including power packs) – STC is only 6 months for rental? Can the Contractor remove the compactors for 6-months out of the year since they will not be used?

Answer: The South Terminal Complex is scheduled to be operational approximately on April of 2022. Year 1 price sheet only includes 6 months of rental.

ITEM 44: Question: If a compactor, roll-off container, or dumpster is requested during the term of the contract is it charged at the Unit Price & Rental in the Base Year (1, 2, or 3) in which it is requested?

Answer: Yes.

ITEM 45: Question: Typically, allowable single stream recycling materials are: Uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers; tin or steel cans; rigid container plastics #1 and #2, including narrow neck containers and tubs. The recycling facility is unable to accept any type of plastic film or plastic trash/recycle bags in the recycling container. During processing, loose plastic bags become entangled with the sorting equipment, significantly hindering the processing operation. Any bagged recyclables will be treated as contamination. Are these statements all acceptable to GOAA? If not, please provide a list of the exact materials that will be placed in the recycling container? Will plastic bags of any kind be placed in the recycling container?

Answer: No, recyclable materials in plastic bags are not considered contaminated.

ITEM 46: Question: Section 1.3(a) – Would the Authority agree that any renewal period be based upon mutual consent of the parties?

Answer: The renewal options will be exercised upon agreement by both parties.

ITEM 47: Question: With respect to insurance, the Bidder's insurance policies are subject to SIR/deductibles which exceed the limits set forth in Section 2.4.i. (1) at page 16, however, the Contractor's insurer/Third-party Administrator (TPA) is required to pay claims from the first dollar at 100% of the claim value without any requirement that Bidder pay the deductible prior to its TPA's payment of the claim. Bidder seeks confirmation that this is acceptable to satisfy Section 2.4.i. (1).?

Answer: Yes, this is acceptable to satisfy Section 2.4.i(1).

ITEM 48: Question: Unusual cost – There is no provision that allows a proposer to seek an adjustment in its prices for unanticipated and unusual cost increases. Will the Authority add such language?

Answer: No, pricing shall be firm for the 3-year initial contract term.

ITEM 49: Question: Change in law -- There is no provision regarding change in law. Will the Authority add a provision so that changes in law that affect performance or the cost of same can be appropriately addressed by the parties?

Answer: The Contractor is required to follow federal, state and local laws. Please see Section 3.2.a. Pricing shall be firm for the 3-year initial contract term.

ITEM 50: Question: Definition of Waste- There is no description of the type of solid waste to be provided by the Authority. Will the Authority confirm (and provide language in the draft Contract) that Authority warrants and agrees that the waste to be collected and disposed of in connection with the IFB will not contain any radioactive, corrosive, flammable, explosive, biomedical, infectious, hazardous, or toxic substance or material (as defined by or listed under applicable federal, state, or local laws or regulations)?

Answer: Please see Section 3.1.a

ITEM 51: Question: Section 3.17.a. states that there shall be no landfill tipping fees "for the recyclable materialsunless the materials are contaminated." However, there is no specific level of acceptable contamination identified. Contamination levels above 20% usually mean the load is not recyclable but is MSW and must be disposed at a cost. Does the Authority agree with such contamination rate?

Answer: If the load is deemed contaminated the Authority will pay the applicable landfill fees to the Landfill facility.

ITEM 52: Question: Section 4.19 -- Can Authority add language to this section stating that the parties' agree and acknowledge that none of the recycling to be provided will contain information protected by federal, state, or local privacy and security laws/regulations?

Answer: The Authority will not add this language.

ITEM 53: Question: The Bidder cannot control the weight of its equipment and vehicles -- would the Authority agree that any damage to the Authority's pavement surface resulting from the weight of the Bidder's equipment can be excluded from repair /reimbursement requirements?

Answer: The Authority will not agree to this provision.

ITEM 54: Question: Would the authority entertain a five-year contract opposed to 3 (1) year contracts?

Answer: The Contract term is 36 months with two (2) additional renewal options of one (1) year each.

ITEM 55: Question: Would the authority consider putting the compactors on a collection schedule?

Answer: The Authority has a mixed collection schedule with some compactors/containers are on schedule and some are not, subject to change.

ITEM 56: Question: With the multiple people scheduling compactor collection pickups would the authority consider one sole point of contact to schedule pickups and would the authority consider putting the compactors on a collection schedule?

Answer: The Authority will work with the Contractor to streamline the pickup notification process.

ITEM 57: Question: Would the authority entertain a bypass lane to mitigate the 40 minutes plus wait time at check points?

Answer: The Authority will not agree to this provision.

ITEM 58: Question: Would the authority entertain not shutting down trash collection during lightning events at the airport?

Answer: The Authority will not agree to this provision. During lightning events the security checkpoint will close.

ITEM 59: Question: Would the authority entertain covering the total disposal cost at night if the landfill is not open or available?

Answer: The Authority will take into consideration landfill facilities hours of operations when requesting removal of trash.

ITEM 60: Question: Would the authority entertain a demerge charge for anything past 30-minute wait time on GOAA property?

Answer: The Authority will not agree to this provision.

ITEM 61: Question: All vendors currently have 18-24-week backups on 1 compactor, what happens if the compactors are not ready on October 1?

Answer: The Authority will allow adequate time for the transition to the new contract.

ITEM 62: Question: What constitutes contamination and what is the contamination rate for a load to be considered contaminated and trash.

Answer: The Authority does not have information regarding contamination rate. If the load is deemed contaminated the Authority will pay the applicable landfill fees to the Landfill facility.

ITEM 63: Question: What's the process to get reimbursed for a contaminated load from the authority?

Answer: If the load is deemed contaminated the Authority will pay the applicable landfill fees to the Landfill facility.

ITEM 64: Question: What kind of documentation will be needed to prove a load is contaminated?

Answer: The Authority will discuss acceptable form of proof with the awarded Contractor.

ITEM 65: Question: During hurricane season or if there is a special event where the authority asks for every single unit be emptied at once would the authority consider an increase in rate for these special circumstances?

Answer: The Authority will not agree to this provision.

ITEM 66: Question: Section 2.4, Page 15-17: Would the authority consider the following change to be made to this section: Insert the words "except workers' compensation applies to contractor and its employees." after the words "and Subcontractors." in the third line of the first paragraph of this section

Answer: The Authority will not agree to this request.

ITEM 67: Question: Section 2.4, Page 15-17: Would the authority consider the following change to be made to this section: Insert the words "Blanket-Form" before the words "Additional Insured Endorsement" in the point (a)(3) of this section

Answer: The Authority will not agree to this request.

ITEM 68: Question: Section 2.4, Page 15-17: Would the authority consider the following change to be made to this section: Delete the word "claim" with the word "occurrence" after the words "less than \$1,000,000.00 per" in the last line of the (g) of this section

Answer: The Authority will not agree to this request.

ITEM 69: Question: Section 2.4, Page 15-17: Would the authority consider the following change to be made to this section: Delete the section titled "Self-Insured Retention and deductibles" as specified under the section (i)(1) on Page 16 of this section

Answer: The Authority will not agree to this request.

ITEM 70: Question: Section 2.4, Page 15-17: Would the authority consider the following change to be made to this section: Delete the words "and said policies shall.....to Aviation Authority." after the words "AM Best Rating" from the second last and last line of the section (i)(3) on Page 16 of this section

Answer: The Authority will not agree to this request.

ITEM 71: Question: Section 2.4, Page 15-17: Would the authority consider the following change to be made to this section: Insert the words "be supplemented by a blanket form endorsement that" after the words "for this Contract shall" in the first line of the section (i)(5) on Page 16 of this section

Answer: The Authority will not agree to this request.

ITEM 72: Question: Can the authority unlock the PDF to make it editable so that we can fill in our Company information?

Answer: No the Authority will not unlock the PDF.

***** END OF ADDENDUM NO. 3 *****


Vlad Opreanu, CPPB
Senior Purchasing Agent

7/8/21
Date

**Exhibit 1
Equipment List**

Location #	Location	ID #	Size	Type
Open Containers:				
1	Behind Cargo Building GOAA#760 &	100	30yd	OC
1	Behind Cargo Building GOAA#760 &	101	30yd	OC
2	GOAA Motor Pool	102	30yd	OC
2	GOAA Motor Pool - Tires	103	20yd	OC
3	United Stores Gate 12 - Trade Port	104	30yd	OC
4	ARFF Training Site	105	20yd	OC
5	B-Line McCoy Rd	106	30yd	OC
15	Airside 4 across from gate 80	125	30yd	OC
15	Airside 4 across from gate 80	126	30yd	OC
6	Waste Management Building - Spare	107	30yd	OC
6	Waste Management Building - Spare	108	20yd	OC
6	Waste Management Building - Spare	109	20yd	OC
Compactors:				
7	Under terminal A-Side " with tipper "	200	33yd	P
8	Under terminal B-Side " with tipper "	201	33yd	P
9	Parking Admin Bldg B-Side "with hopper cover"	202	33yd	P - WC
10	GOAA Maintenance Bldg	203	33yd	P
11	Airside 1 Under the AGT "with hopper cover"	204	33yd	P - WC
12	Gasoline Alley between A/S 1 & 3	205	33yd	P
14	Airside 3 Under the hub	207	33yd	P
16	Gasoline Alley between A/S 2 & 4	206	33yd	P
16	Gasoline Alley between A/S 2 & 4	209	33yd	P
16	Gasoline Alley between A/S 2 & 4	211	33yd	P
17	Airside 2 Under the hub "Chute"	212	33yd	P
18	Waste Management Building - spare	208	33yd	P
18	Waste Management Building - spare	210	33yd	P
18	Waste Management Building - spare	213	33yd	P
500	South APM Station	TBD	33yd	P
600	South Terminal – Landside Loading Dock - Chute	TBD	33yd	P
600	South Terminal – Airside Loading Dock - Chute	TBD	33yd	P
600	South Terminal – Concessions Loading Dock - Chute	TBD	33yd	P
Recycle:				
19	Under Terminal A-Side by the loading	300	20yd	OC - WC
5	B-Line McCoy Rd Carpet	301	30yd	OC - WC
11	Airside 1 Under the AGT	400	33yd	P - WC
12	Gasoline Alley between A/S 1 & 3	401	33yd	P - WC
16	Gasoline Alley between A/S 2 & 4	402	33yd	P - WC
17	GOAA Annex Bldg	500	8yd	Front End
18	North Park Lot (Currently Closed)	501	8yd	Front End
9	B-side Park Admin Bldg	502	8yd	Front End

Recap: Open Containers and Compactors:

Open Containers: 6 - 30yd 2 - 30yd w/cover
4 - 20yd

Compactors: 12 - 33yd

2 - 33yd With Cover

2 - electric tipper

Recap: Recycle Containers:

Recycle Containers: 1 - 20yd Open Container with cover

1 - 30yd Open Container with cover

3 - 33yd Compactor with cover

3 - 8yd Front-End Loader Containers

***Type Key:**

OC: Open Container

P: Compactor

P-WC: Compactor with Cover

OC-WC: Open Container with Cover

- 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 Authority upon request. All such employee training shall be provided at Contractor's expense.

3.23 Inspection and Approval

DELETED

3.24 Use of Premises

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

3.25 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.

3.26 Exhibits

Exhibits are attached hereto and incorporated herewith.

- a. Exhibit 1 – Equipment List
- b. Exhibit 2 - Domestic Trash Containers Maps

ADDENDUM NO. 4
TO
PURCHASING BID 10-22
TRASH REMOVAL SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

July 13, 2021

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

ITEM 1: Replace Page 29 with corrected Page 29. Change the word weekly in Section 3.15 to biweekly.

ITEM 2: Attachment 1 has been added to this Addendum. This document contains pictures of containers currently being utilized.

ITEM 3: Attachment 2 has been added to this Addendum. This document details trash pull information for June 2021.

ITEM 4: Attachment 3 has been added to this Addendum. This document details current contract pricing.

ITEM 5: Question: Page 6 – The bid lists the Urban Wage Earners Index CPI-W for rate increases. We suggest the Consumer Price Index (G&T CPI) Garbage & Trash CPI, Not Seasonally Adjusted, All Areas, Series ID CUUR0000SEHG02. Will GOAA consider changing the language to the G&T CPI index shown above?

Answer: The Authority will not change the CPI-W requirement.

ITEM 6: Question: Page 25/26 – 3.11 Equipment Inventory - Can GOAA provide a photo of the trash & recycle compactors with cover?

Answer: See item 2.

ITEM 7: Question: Page 25/26 – 3.11 Equipment Inventory - Can GOAA provide a photo of the trash & recycle compactor's cart tipper?

Answer: See item 2.

ITEM 8: Question: Page 25/26 – 3.11 Equipment Inventory - Can GOAA provide a photo of the trash & recycle roll-offs with cover?

Answer: See item 2.

ITEM 9: Question: Page 29, 3.15 Weighing of Vehicles - Would GOAA allow the Bidder to supply weight tickets with the monthly invoices instead of weekly? In addition, would GOAA allow the Bidder to supply incoming weight tickets only (showing the tonnage of materials actually disposed of)? Outgoing vehicle weights are not registered and would only show the tare weight, which is already accounted for on the inbound weight.

Answer: See item 1.

ITEM 10: Question: Page 32 – Exhibit 1 - What is the frequency of pickup needed for each container by Location #?

Answer: Frequency varies based on location and time of the year. See item 3 for June 2021 location pull data.

ITEM 11: Question: With respect to Section 3.11.g. at page 26 would the Authority add after "expense": "unless damage was caused by the negligence of Authority or its agent"?

Answer: The Authority will not modify Section 3.11.g.

ITEM 12: Question: With respect to Section 4.14, would the Authority be willing to add the word "negligent" before "performance" and "acts or omissions" and "action by Bidder" (see page 39) to make clear that the Bidder's indemnity obligations are meant to encompass negligent acts by Bidder and not the actions of others?

Answer: The Authority will not modify Section 4.14.

ITEM 13: Question: With respect Section 4.37.a(2), can the right to set-off be removed or, alternatively, limited to a reasonable amount that is commensurate with the amount of damages likely to be due?

Answer: The Authority will not modify Section 4.37.a(2).

ITEM 14: Question: With respect to Section 4.45, at the end of the first sentence, can the following language be added: "or if conditions are still unsafe."?

Answer: The Authority will not modify Section 4.45.

ITEM 15: Question: With respect to the Contract at Section 5.2, would the Authority agree to include a Force Majeure provision, the suggested language of which is as follows: "Neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, storms, riots, war, fire, epidemic and acts of God."?

Answer: The Authority will not modify Section 5.2.

ITEM 16: Question: With respect to the Contract at Section 5.2, would the Authority agree to add language (in the 5th paragraph) making clear that acceptance of the last payment by Bidder would not release the Authority from claims that relate to the improper disposal by Authority of hazardous or regulated waste?

Answer: The Authority will not modify Section 5.2.

ITEM 17: Question: With respect to the Contract at Section 5.2, would the Authority agree to modify the language in the fourth paragraph to state that "in no event shall either party be entitled to recover from the other any indirect, incidental, special or consequential damages in any proceeding arising out of or relating to this Contract or the breach thereof."

Answer: The Authority will not modify Section 5.2.

ITEM 18: Question: Would the Authority include in the final Contract between the parties language specific to waste collection and recycling services as follows:

- a. WMIF shall furnish equipment and services to be the provider of collection and disposal of the Authority's Waste Materials at the location(s) requested. Authority agrees that the materials to be collected under this Contract shall be only "Waste Materials," generated by the Authority or at the Authority's designated property address(es). Waste Materials means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials. Waste Materials excludes, and the Authority agrees not to deposit or permit the deposit for collection of (i) Special Waste, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, (ii) any waste tires, (iii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iv) any materials containing information protected by federal, state or local privacy and security laws or regulations, (v) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving the Authority's Waste Materials (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with the Authority at all times. Title to the Waste Materials is transferred to WMIF upon WMIF's receipt or collection unless otherwise provided in applicable law.
- b. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services: Single Stream Recyclable Materials ("Single Stream") will consist of the Authority's entire volume of clean, dry, paper or cardboard without wax liners; clean, dry and empty aluminum food and beverage containers, ferrous (iron) or steel cans, aerosol cans, and rigid container plastics #1-7, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, and tissue or paper that had been in contact with food, is unacceptable ("Unacceptable Materials"), provided that glass may be included in Single Stream with specific written approval of WMIF. Single Stream may not contain any Unacceptable Materials. The Authority shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. All other Recyclable Materials will be delivered in accordance with industry standards or such specifications communicated to the Authority by WMIF from time-to-time. WMIF reserves the right, upon notice to the Authority to discontinue acceptance of any category of Recyclable Materials as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials which are subject to this Agreement. Recyclable Materials may not contain Excluded Materials

or other materials that are deleterious or capable of causing material damage to any part of WMIF's property, its personnel or the public or materially impair the strength or the durability of WMIF's structures or equipment. WMIF may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications, and the Authority shall pay and reimburse WMIF for all costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for WMIF's operating or profit margin. Without limiting the foregoing, WMIF may assess and the Authority shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Unacceptable Materials, Excluded Materials, and/or all or part of non-conforming loads.

Answer: The Authority will not agree to this provision.

ITEM 19: Question: Please clarify if a Subcontractor (such as a Subcontractor used to repair compactors) is required to have Insurance Requirements listed in Section 2.4 or do these only apply to the Contractor?

Answer: The provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. See Section 4.32.c.

ITEM 20: Question: Page 50, Section 4.46 a: The Company falls under the Supply and Service EEO regulations and not the construction language. It is possible to remove the construction reference?

Answer: The Authority will not agree to this provision.

ITEM 21: Question: Would the authority consider amending the following legal issue?
Section 3.2(c), Page 22: This section should be deleted in its entirety.

Answer: The Authority will not agree to this request.

ITEM 22: Question: Would the authority consider amending the following legal issue?
Section 4.14, Page 38 - 40: The indemnity obligations should be limited to claims to the extent caused by Contractor's negligence or willful misconduct only. Also, Contractor should not be liable to indemnify Customer due to its failure to keep, observe or perform any covenants or for any suit, claims, judgement or due to any actions of its subcontractors, officers, agents, employees or invitees as specified in this section.

Answer: The Authority will not agree to this request.

ITEM 23: Question: Would the authority consider amending the following legal issue?
Section 4.15, Page 40: Contractor should not be required to indemnify Customer for infringement of any copyrighted material, patented or unpatented inventions as specified in this Section.

Answer: The Authority will not agree to this request.

ITEM 24: Question: Would the authority consider amending the following legal issue?
Section 4.16, Page 40: This section should be deleted in its entirety as the same is not applicable to Contractor's scope of services.

Answer: The Authority will not agree to this request.

ITEM 25: Question: Would the authority consider amending the following legal issue?
Section 4.17, Page 41: This section should be deleted in its entirety as the same is not applicable to Contractor's scope of services.

Answer: The Authority will not agree to this request.

ITEM 26: Question: Would the authority consider amending the following legal issue?
Section 4.18, Page 41: This section is hereby deleted in its entirety as the same is not applicable to Contractor's scope of services.

Answer: The Authority will not agree to this request.

ITEM 27: Question: Would the authority consider amending the following legal issue?
Section 4.19, Page 41 and 42: This section is hereby deleted in its entirety as the same is not applicable to Contractor's scope of services.

Answer: The Authority will not agree to this request.

ITEM 28: Question: Would the authority consider amending the following legal issue?
Section 4.45, Page 50: The Contract should include the concept of force majeure so that Contractor's performance is excused for events outside its control and that unexpected occurrences such as severe weather conditions, strikes, riots, terrorist acts, excess debris resulting from storm or other acts of gods, etc. should qualify as events of Force Majeure.

Answer: The Authority will not agree to this request.

ITEM 29: Question: Would the authority consider amending the following legal issue?
Section 4.46(b), Page 50: This section should be deleted in its entirety as the same is not applicable to Contractor's scope of services.

Answer: The Authority will not agree to this request.

ITEM 30: Question: Would the authority consider amending the following legal issue?
Section 5.2, third last paragraph, Page 56: Customer should be liable for consequential damages arising due to inclusion of unacceptable waste in the waste materials.

Answer: The Authority will not agree to this request.

ITEM 31: Question: Would the authority consider amending the following legal issue?
Section 5.2, second last paragraph, Page 56: This paragraph should be deleted in its entirety.

Answer: The Authority will not agree to this request.

ITEM 32: Question: Would the authority consider amending the following legal issue?
Performance Bond Form, second paragraph, Page 59: Contractor should not be liable to indemnify Customer as specified in this section.

Answer: The Authority will not agree to this request.

ITEM 33: Question: Would it be possible to receive all current rates for services requested?

Answer: See item 4.

***** END OF ADDENDUM NO. 4 *****


Vlad Opreanu, CPPB
Senior Purchasing Agent

7/13/21
Date

- f. During lighting conditions, the security checkpoint may be temporarily closed. The scheduled containers shall be hauled when security checkpoint reopen.

3.15 Weighing of Vehicles

All vehicles used in the collection of refuse shall be weighed on State Certified Scales at an EPA approved landfill. Both incoming and outgoing vehicle weights shall be recorded on weight tickets provided by the operator at the EPA approved landfill. Original system generated tickets shall be submitted to the AAR **biweekly**.

3.16 Landfill

The Contractor shall transport and dispose of all solid waste at the Orange County Landfill or an EPA approved landfill site within 20 mile radius from the Orlando International Airport selected by the Contractor and approved by the AAR. The Contractor shall be responsible for any permit or licenses fees associated with the use of the landfill site.

3.17 Landfill Tipping Fees

- a. The Authority shall be responsible for any tipping fees associated with the use of the Orange County landfill or other EPA approved trash disposal location. The Authority shall pay the tipping fees directly to Orange County or any other EPA approved trash disposal location. However, there shall be no landfill tipping fees for the recyclable materials from the recycling containers, unless the materials are contaminated. The Contractor shall provide proof that the recyclable materials are contaminated.
- b. The tipping fees at any EPA approved trash disposal location shall not exceed the Orange County Landfill rates.
- c. It is the Contractor responsibility to ensure that tipping fees at any other EPA approved trash disposal location shall not exceed Orange County landfill rates.

3.18 Monitoring Requirements

- a. The Contractor shall provide by the first day of each month, a monthly list of properly badged drivers that will pick-up and deliver containers and compactors to the Authority.
- b. The Authority may impose additional monitoring requirements in respect of Contractor's operations at the Airport as Authority may deem to be in its best interest.
- c. The AAR shall coordinate all activities between the Contractor and Authority. The AAR will develop and make known to the Contractor the reporting procedures and general protocol to be followed by the Contractor and its personnel in the performance of work.

10-22, Trash Removal Services

Addendum No. 4

Attachment 1













**10-22, Trash Removal Services
Addendum No. 4
Attachment 2**

Compactors				
Location	Container Number	20 YD	33 YD	Pull Date
8	201		1	6/1/2021
11	204		1	6/1/2021
8	201		1	6/2/2021
14	207		1	6/2/2021
8	201		1	6/3/2021
11	204		1	6/3/2021
16	209		1	6/3/2021
17	212		1	6/3/2021
8	201		1	6/4/2021
14	207		1	6/5/2021
16	209		1	6/5/2021
17	212		1	6/5/2021
7	200		1	6/7/2021
11	204		1	6/7/2021
16	206		1	6/7/2021
8	201		1	6/8/2021
14	207		1	6/9/2021
16	211		1	6/9/2021
17	212		1	6/9/2021
7	200		1	6/10/2021
8	201		1	6/10/2021
14	207		1	6/10/2021
16	206		1	6/10/2021
16	209		1	6/10/2021
11	204		1	6/11/2021
12	205		1	6/11/2021
16	402		1	6/11/2021
7	200		1	6/12/2021
7	200		1	6/14/2021
11	204		1	6/14/2021
17	212		1	6/14/2021
8	201		1	6/15/2021
9	203		1	6/15/2021
11	400		1	6/15/2021
16	206		1	6/15/2021
16	209		1	6/15/2021
8	201		1	6/16/2021
8	201		1	6/13/2021
17	212		1	6/13/2021
7	200		1	6/20/2021
8	201		1	6/20/2021
7	200		1	6/27/2021
14	208/207		1	6/27/2021
11	208/207		1	6/16/2021
16	211		1	6/16/2021
8	201		1	6/16/2021
14	208/207		1	6/16/2021
16	211		1	6/16/2021
17	213/212		1	6/16/2021
7	200		1	6/17/2021
9	202		1	6/17/2021
11	204		1	6/17/2021
16	209		1	6/17/2021
8	201		1	6/18/2021
14	208/207		1	6/18/2021
17	213/212		1	6/18/2021
16	206		1	6/19/2021
11	204		1	6/21/2021
14	208/207		1	6/21/2021

Open Tops				
Location	Container Number	20 YD	30 & 40 YD	Pull Date
1	101		1	6/1/2021
6	107		1	6/1/2021
15	126		1	6/1/2021
19	300	1		6/1/2021
1	100		1	6/2/2021
1	101		1	6/2/2021
3	104		1	6/2/2021
6	107		1	6/2/2021
6	109	1		6/2/2021
15	125		1	6/2/2021
15	126		1	6/2/2021
19	300	1		6/2/2021
2	102		1	6/3/2021
6	107		1	6/3/2021
6	107		1	6/3/2021
19	300	1		6/3/2021
6	107		1	6/4/2021
15	125		1	6/4/2021
15	126		1	6/4/2021
19	300	1		6/4/2021
6	107		1	6/5/2021
15	126		1	6/5/2021
19	300	1		6/5/2021
6	107		1	6/7/2021
6	107		1	6/7/2021
15	125		1	6/7/2021
15	126		1	6/7/2021
19	300	1		6/7/2021
2	102		1	6/8/2021
6	107		1	6/8/2021
15	126		1	6/8/2021
19	300	1		6/8/2021
1	100		1	6/9/2021
1	101		1	6/9/2021
3	104		1	6/9/2021
6	107		1	6/9/2021
15	125		1	6/9/2021
15	126		1	6/9/2021
19	300	1		6/9/2021
6	107		1	6/10/2021
19	300	1		6/10/2021
2	102		1	6/11/2021
6	107		1	6/11/2021
6	107		1	6/11/2021
6	107		1	6/11/2021
15	125		1	6/11/2021
15	126		1	6/11/2021
19	300	1		6/11/2021
6	107		1	6/12/2021
6	107		1	6/12/2021
6	107		1	6/12/2021
15	126		1	6/12/2021
19	300	1		6/12/2021
6	107		1	6/14/2021
6	107		1	6/14/2021
6	107		1	6/14/2021
15	125		1	6/14/2021
15	126		1	6/14/2021
19	300	1		6/14/2021

Recycling

Line 2 RECYCLE MTHLY RENTAL COMPACTOR 33YD
Line 6 RECYCLE HAUL COMPACTORS 33YD
Line 7 RECYCLE HAUL OPEN CONTAINER 30YD
Line 8 RECYCLE HAUL OPEN CONTAINER 20YD
Line 11 RECYCLE SANITIZING COMPACTOR 33YD
Line 12 RECYCLE CONTAMINATED LOAD HAUL
Line 13 RECYCLE MONTHLY HAUL FRT END 8YD

Compactors				
Location	Container Number	20 YD	33 YD	Pull Date
17	213/212		1	6/21/2021
8	201		1	6/22/2021
18	209		1	6/22/2021
7	200		1	6/23/2021
14	208/207		1	6/23/2021
16	211		1	6/23/2021
8	201		1	6/24/2021
12	205		1	6/24/2021
16	206		1	6/24/2021
17	213/212		1	6/24/2021
11	204		1	6/25/2021
14	208/207		1	6/25/2021
16	209		1	6/25/2021
8	201		1	6/26/2021
16	211		1	6/26/2021
17	213/212		1	6/26/2021
8	201		1	6/28/2021
11	204		1	6/28/2021
16	209		1	6/28/2021
17	213/212		1	6/28/2021
7	200		1	6/29/2020
8	201		1	6/29/2021
14	208/207		1	6/29/2021
16	206		1	6/29/2021
8	201		1	6/30/2021
17	213/212		1	6/30/2021

Open Tops				
Location	Container Number	20 YD	30 & 40 YD	Pull Date
3	104		1	6/15/2021
6	107		1	6/15/2021
6	107		1	6/15/2021
15	125		1	6/15/2021
15	126		1	6/15/2021
19	300	1		6/15/2021
6	107		1	6/6/2021
15	126		1	6/6/2021
19	300	1		6/6/2021
6	107		1	6/13/2021
6	107		1	6/13/2021
6	107		1	6/13/2021
19	300	1		6/13/2021
6	107		1	8/20/2021
19	300	1		8/20/2021
1	101		1	6/27/2021
15	125		1	6/27/2021
19	300	1		6/27/2021
1	101		1	6/16/2021
2	102		1	6/16/2021
6	107		1	6/16/2021
6	107		1	6/16/2021
6	107		1	6/16/2021
6	109	1		6/16/2021
15	126		1	6/16/2021
19	300	1		6/16/2021
6	107		1	6/17/2021
15	125		1	6/17/2021
19	3001	1		6/17/2021
1	100		1	6/18/2021
1	101		1	6/18/2021
2	102		1	6/18/2021
6	107		1	6/18/2021
6	107		1	6/18/2021
15	125		1	6/18/2021
15	126		1	6/18/2021
19	300	1		6/18/2021
6	107		1	6/19/2021
6	107		1	6/19/2021
6	107		1	6/19/2021
15	125		1	6/19/2021
15	126		1	6/19/2021
19	300	1		6/19/2021
1	100		1	6/21/2021
1	101		1	6/21/2021
6	107		1	6/21/2021
15	125		1	6/21/2021
15	126		1	6/21/2021
19	300	1		6/21/2021
1	100		1	6/22/2021
1	101		1	6/22/2021
3	104		1	6/22/2021

Recycling

Compactors				
Location	Container Number	20 YD	33 YD	Pull Date

Open Tops				
Location	Container Number	20 YD	30 & 40 YD	Pull Date
6	107		1	6/22/2021
6	107			6/22/2021
6	107			6/22/2021
6	109	1		6/22/2021
19	300	1		6/22/2021
2	102		1	6/23/2021
6	107		1	6/23/2021
6	107		1	6/23/2021
6	107		1	6/23/2021
15	126		1	6/23/2021
19	300	1		6/23/2021
6	107		1	6/24/2021
6	107		1	6/24/2021
6	107		1	6/24/2021
15	125		1	6/24/2021
19	300	1		6/24/2021
1	100		1	6/25/2021
6	107			6/25/2021
15	125			6/25/2021
19	300	1		6/25/2021
6	107		1	6/26/2021
15	126		1	6/26/2021
19	300	1		6/26/2021
1	100		1	6/28/2021
1	101		1	6/28/2021
6	107		1	6/28/2021
6	109	1		6/28/2021
15	125		1	6/28/2021
15	126		1	6/28/2021
19	300	1		6/28/2021
2	102		1	6/29/2021
3	104		1	6/29/2021
6	107		1	6/29/2021
6	107		1	6/29/2021
6	107		1	6/29/2021
15	126		1	6/29/2021
19	300	1		6/29/2021
6	107		1	6/30/2021
6	107		1	6/30/2021
6	107		1	6/30/2021
15	125		1	6/30/2021
15	126		1	6/30/2021
19	300	1	1	6/30/2021

Recycling

**10-22, Trash Removal Services
Addendum No. 4
Attachment 3**

TRASH REMOVAL AND RECYCLING SERVICES

SECOND RENEWAL OPTION UNIT PRICING

COMPACTOR/CONTAINER MONTHLY RENTAL FEES

Type	Unit Price (\$)*
33-Yard Compactor	\$234.09
30-Yard Open Container	\$0.00
20-Yard Open Container	\$0.00

RECYCLING COMPACTOR/CONTAINER MONTHLY USER FEES

Type	Monthly (Per Unit) (\$)
33-Yard Compactor	\$234.09
30-Yard Open Container	\$0.00
20-Yard Open Container	\$0.00
8-Yard Front End Loader Container	\$0.00

COMPACTOR/CONTAINER PULL FEES

Type	Unit Price (\$)*
33-Yard Compactor	\$150.86
30-Yard Open Container	\$140.45
20-Yard Open Container	\$140.45

RECYCLING COMPACTOR/CONTAINER PULL FEES

Type	Unit Price (\$)*
33-Yard Compactor	\$150.86
30-Yard Open Container	\$140.45
20-Yard Open Container	\$140.45

RECYCLING FRONT END LOADER PULL FEES

Type	Unit Price (\$)*
8-Yard Front End Loader Monthly fee (Includes 2 pulls per week)	\$171.67

SANITIZING AND DISINFECTING

Type	Unit Price (\$)
33-Yard Compactor	\$100.00
30-Yard Open Container	\$0.00
20-Yard Open Container	\$0.00

RECYCLING COMPACTOR/CONTAINER/ FRONT END LOADER SANITIZING AND DISINFECTING

Type	Monthly (Per Unit) (\$)
33-Yard Compactor	\$100.00
30-Yard Open Container	\$0.00
20-Yard Open Container	\$0.00
8-Yard Front End Loader Container	\$0.00

CONTAMINATED LOAD TRANSPORT PULL FEE

Type	Unit Price (\$)
From a Recycling Facility to a different Trash Disposal Facility	\$150.86

ESTIMATED AMENDMENT NO. 3 TOTAL VALUE: \$437,370.00

*** Unit Price for Pull Fees shall include City of Orlando Franchise Fee.**

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

Name of Company	Republic Services
Contact Individual	TREY RICHARDSON
Contact Address	11255 ROCKET BLVD
City, State, Zip	ORLANDO FL. 32824
Telephone Number	863-669-4810
Email Address	RRichardson2@RepublicServices.com

2. AUTHORIZED SIGNATORIES

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

Name	Title	Indicate Principal or Authorized Authority
TREY RICHARDSON	General Manager	Authorized Authority

3. EXPERIENCE

- a. Years in business: 35 yrs
- b. Years in business under this name: 35 yrs
- c. Years performing this type of work: 35 yrs

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

- a. Provide Business License YES
- b. What is the current number of company employees? 36K
- c. Will Additional Staff be hired to meet Contract requirements? NO

2020 EXPIRES 9/30/2021 3100-0560139
3100 GARBAGE COLLECTION \$340.00 140 EMPLOYEES

TOTAL TAX \$340.00
PREVIOUSLY PAID \$340.00
TOTAL DUE \$0.00

REPUBLIC SERVICES OF FLORIDA
LIMITED PARTNERSHIP

DISPOSALL
11255 ROCKET BLVD
ORLANDO FL 32824-8546

11255 ROCKET BV
U - ORLANDO, 32824

PAID: \$340.00 0098-00958018 8/21/2020

Tax Collector Scott Randolph**Local Business Tax Receipt****Orange County, Florida**

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2020 EXPIRES 9/30/2021 3100-0560139
3100 GARBAGE COLLECTION \$340.00 140 EMPLOYEES

TOTAL TAX \$340.00
PREVIOUSLY PAID \$340.00
TOTAL DUE \$0.00

11255 ROCKET BV
U - ORLANDO, 32824

PAID: \$340.00 0098-00958018 8/21/2020



REPUBLIC SERVICES OF FLORIDA
LIMITED PARTNERSHIP

DISPOSALL
11255 ROCKET BLVD
ORLANDO FL 32824-8546

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

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

Ref #1. Customer/Client:	SEA WORLD
Date of Services:	2012 - Present
Description of Services:	MSW, Recycling, Construction Compactors, small container, Rolloff
Street Address:	7007 SEA HARBOR DR.
City, State, ZIP Code:	ORLANDO FL. 32821
Telephone #	407-363-2413
Contact Person:	ALDO AMBRIZ
Email:	aldo.ambriz@seaworld.com

Ref #2. Customer/Client:	Advent Health
Date of Services:	2012 - Present
Description of Services:	MSW, Recycling, Construction Compactors, small container, Rolloff
Street Address:	200 N. LAKEMONT
City, State, ZIP Code:	WINTER PARK FL. 32792
Telephone #	407-646-7700
Contact Person:	BEN FITZGERALD
Email:	Benjamin.Fitzgerald.adventhealth.com

Ref #3. Customer/Client:	ROSEN Hotels
Date of Services:	2012 - Present
Description of Services:	MSW, Recycling, Construction Compactors, small container, Rolloff
Street Address:	9939 UNIVERSAL Blvd
City, State, ZIP Code:	ORLANDO FL. 32819
Telephone #	407-666-6533
Contact Person:	Dee Dee Baggett
Email:	dbaggett@rosenhoteles.com

Ref #4. Customer/Client:	VACATION Village
Date of Services:	2012 - Present
Description of Services:	MSW, Recycling Compactors, small container, Rolloff
Street Address:	3013 PARKWAY Blvd
City, State, ZIP Code:	KISSIMMEE FL. 34747
Telephone #	407-709-3909
Contact Person:	JEFF GODDARD
Email:	jgoddard@dmresorts.com

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

N/A

Acknowledged by:

TREY RICHARDSON

Firm Name:

REPUBLIC SERVICES OF FL, LP

Signature of Authorized Representative:

[Signature]

Name and Title (Print or Type):

TREY RICHARDSON, GENERAL MANAGER

Date:

7/2/2021

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: TREY RICHARDSON

By: [Signature]
(Authorized Signature)

Title: GENERAL MANAGER

Date: 7/2/2021

Attachment G – MWBE/LDB Forms, Not Applicable

**MINORITY/WOMEN-OWNED PARTICIPATION
AND
LOCAL DEVELOPING BUSINESS FORMS**

Attachment H - Current W9

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

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

REPUBLIC SERVICES OF FLORIDA, LIMITED PARTNERSHIP

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

REPUBLIC SERVICES ORLANDO DIVISION

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

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

11255 ROCKET BLVD

6 City, state, and ZIP code

ORLANDO, FL 32824

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

6	5	-	0	9	6	5	4	7	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

7/2/21

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment I – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

B10-22 TRASH REMOVAL SERVICES

BASE REV 5/18/2021

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 5

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 1993347

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2290912

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate

Re: Ref # IFB06-17

Additional Insured includes: The Greater Orlando Aviation Authority for General Liability and Automobile Liability, when required by written contract.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 195
Policy Symbol ISA	Policy Number H25549752	Policy Period 06/30/2021 To 06/30/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS UTO COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 62
Policy Symbol HDO	Policy Number G72482074	Policy Period 06/30/2021 To 06/30/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, nonrenewal, or material change at least 30 days prior to the applicable event date.
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

PI-EVCP-700 (12/16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CANCELLATION NOTIFICATION**

This endorsement modifies and is subject to the insurance provided under the following:

CONTRACTOR ENVIRONMENTAL AND PROFESSIONAL COVERAGE

Tokio Marine Specialty Insurance Company

Policy No.: PPK2290912

Endorsement Effective Date: 6/30/2021

It is hereby agreed that Section **X. GENERAL CONDITIONS, E. Cancellation or Non-Renewal** is amended to include:

We shall send written notice of cancellation to the entity scheduled below not less than:

1. (90)Days prior to the effective date of such cancellation; or
2. (10) Days prior to the effective date of such cancellation in the event of cancellation for non-payment of premium:

Scheduled Entity and Address

Blanket cancellation status as required by written contract

All other policy terms and conditions remain unchanged.

Attachment J - Letter of Bondability or Letter of Credit

Each Bidder shall provide with its Submittal a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Bidder can obtain one or the other. As described in Section Two – Special Conditions. Note the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in the Submittal Documents.



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

LETTER OF INTENT

7/6/2021

Greater Orlando Aviation Authority
1 Jeff Fuqua Blvd.
Orlando, FL 32827

RE: Republic Services of Florida, Limited Partnership
Purchasing Bid 10-22, Trash Removal Services, at the Orlando International Airport

To Whom it May Concern:

We are writing to you at the request of Republic Services of Florida, Limited Partnership. This principal has or is about to submit a Bid proposal for Purchasing Bid 10-22, Trash Removal Services, at the Orlando International Airport.

If a contract for this work is awarded to Republic Services of Florida, Limited Partnership, Evergreen National Indemnity Company, a surety licensed to conduct business in the State of FL, has agreed to act as surety to issue the required Performance Bond which is a condition of awarding of this contract.

Please let us know if you need anything further in this regard.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amber Engel", is written over the typed name.

Amber Engel
Attorney-in-Fact

Evergreen National Indemnity Company

EVERGREEN NATIONAL INDEMNITY COMPANY
MAYFIELD HEIGHTS, OH
POWER OF ATTORNEY

POWER NO. Letter of Intent

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: **Amber Engel**

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Fifteen Million Dollars and 00/100 (\$15,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.

FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of June, 2017.

EVERGREEN NATIONAL INDEMNITY COMPANY



By:

Matthew T. Tucker, President

By:

David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of June, 2017, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Mayfield Hts, Ohio this 6th day of July, 2021.



Wan C. Collier, Secretary

Attachment K – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, Purchasing Bid 10-22. Trash Removal Services, for Orlando International Airport, opening at 3:00 p.m. EST, June 30, 2021, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB 10-22

Title: Trash Removal Services

DATE OF ISSUE: June 14, 2021

PRE- BID CONFERENCE OR GOTOMEETING:

Bidders may attend in person or via GoToMeeting.

June, 23, 2021 1:00 p.m. EST

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

<https://global.gotomeeting.com/join/737038365>

United States (Toll Free): 1-877-309-2073 Access Code: 737-038-365

DEADLINE FOR QUESTIONS June 30, 2021, 2:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Vlad Opreanu, CPPB

Title: Senior Purchasing Agent

Phone: (407)-825-6427

Email: vlad.opreanu@goaa.org

SUMBIT BIDS TO:

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

IFB DUE DATE: **July 6, 2021**

IFB DUE TIME: **3:00 pm, EST**

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1.0 GENERAL INFORMATION

1.1 Intent/Purpose

The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide Trash Removal Services. The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.

1.2 Solicitation Information

Bid documents may be examined and are available for download from the Aviation Authority's Purchasing Department's website www.orlandoairports.net/purchasing or by visiting AirportLink's website at <http://AirportLink.perfect.com>.

- a. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. **There is no charge to the Bidder/Proposer to register on AirportLink and any award resulting from this solicitation will not require any payment by the Bidder/Proposer to AirportLink.** If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.
- b. If a Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.
- c. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation. The last date for questions pertaining to this Solicitation is June 23, 2021, 2:00 p.m., EST. Questions after this date and time will not be answered. Questions will be answered via addendum and posted to <http://AirportLink.perfect.com>.
- d. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum and posted on AirportLink.
- e. Late Bids, as determined by the official time clock located in the Purchasing Department's Office will not be considered and may be returned to the Respondent as non-responsive.

- f. Bid openings shall be public, opened on the date and at the time specified on the Bid form. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.
- g. The Bid Summary is posted to Aviation Authority's Purchasing Department's website at www.orlandoairports.net/purchasing and on AirportLink's website at <http://AirportLink.perfect.com>.
- h. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid as detailed in Section Seven, Bid Submittals.
- i. Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- j. **Unless otherwise noted in the Bid document, Bidders shall submit one Bid only.**
- k. Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.

1.3 Contract Period/Initial Term

- a. The Contract period will be for **thirty-six (36) months** with the **Initial Term** to commence on or about October 1, 2021, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**.
- b. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical

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

1.4 Communications; Questions Regarding Specifications or Bidding Process

- a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.
- b. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.
- c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.5 Evaluation of Bid Award

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

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

- b. In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
- 1) Total Cost;
 - 2) Past Performance. In order to evaluate past performance, all Bidders are required to submit three (3) references illustrating a minimum of three (3) years' relevant service that are the same or similar in requirements and magnitude of this IFB. For company name and/or ownership changes, appropriate documentation shall be required. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes. A concise but thorough description of the Contractor services provided to each of the references submitted to the Aviation Authority is required. The Aviation Authority may be listed as one reference only;
 - 3) All requirements associated with this Bid as described in Section 3, Scope of Work/Specifications;
 - 4) Bidders shall provide all documentation as listed in Section 6, Bid Submittals.

1.6 Notice of Intent to Award Contract

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

1.7 Public Meetings/Public Records

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

1.8 Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these

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

2.0 SPECIAL CONDITIONS

2.1 Bidder's Qualification

- a. Bids will be considered from Bidders who have qualified personnel and equipment who are so situated as to perform prompt service or provide required goods. The Aviation Authority reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the Contract.
- b. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company following the best business practices.
- c. **Minimum Requirements**
 - 1) Bidders that do not meet the minimum requirements listed herein as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.
 - 2) Bidder must have a minimum of three (3) years' experience performing /providing the following:
 - a) Trash Removal Services
 - 3) Bidder must provide a copy of the following required Licenses and Certifications with their Bid Submittal:
 - a) Business License
 - b) City of Orlando non-exclusive Franchise for roll-off container collection and disposal of waste.
 - c) Letter of Bondability in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) as described in Section 2.3
 - d) Proof of insurance requirements for AOA Access (Refer to Section 2.4).

2.2 References

- a. All Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a **minimum of three (3) years of commercial trash removal service**. The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility,

qualifications, and ability of the Contractor and its Subcontractors to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.

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

2.3 Surety Bonds/Letters of Credit/Liability Insurance

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

- a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Awarded Contractor shall furnish to Aviation Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Aviation Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the Initial Term of the Contract in a penal sum equal to **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**.
- b. The Awarded Contractor may elect to provide Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**, and issued on Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Awarded Contractor shall provide Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term** after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Aviation Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.
- c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .

- d. Except as provided in this Performance Bond Section, the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Bid Documents. The Contractor shall, **at least sixty (60) calendar days prior to the date** on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal of the Letter of Credit that complies with the requirements of this Contract.
- e. If the Contractor is required to provide any renewal of the Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall, at the discretion of the Aviation Authority, calculate the penal sum/amount (the "Amount") of any such Replacement as follows:
 - 1) If the Renewal is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.
 - 2) If the Replacement Performance Bond is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.
 - 3) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.

- 4) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).
- f. Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section constitutes a default under the terms of this Contract and, in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Aviation Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Aviation Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.
 - g. Surety Bonds delivered to Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:
 - 1) Bid Bonds provided to the Aviation Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Aviation Authority, or on a form substantially the same as Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.
 - 2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value of \$500,000.00 or less shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and

- c) Is otherwise in compliance with the provisions of the Florida Insurance Code.
- 3) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and
 - c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.
 - d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by Aviation Authority, but only if approved by Aviation Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.
- h. Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.
- i. In the event that Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 8 of the General Conditions, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.
- j. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.

2.4 **Insurance Requirements**

At its sole expense, Contractor shall maintain the following insurance during the term of this Contract, including any extensions or renewals and such insurance will apply to Contractor, its employees, agents, and Subcontractors.

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

- 1) Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than **One Million Dollars (\$1,000,000)** per occurrence or not less than **Five Million Dollars (\$5,000,000)** per occurrence, for AOA access; and
- 2) Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than **One Million Dollars (\$1,000,000)** combined single limit per accident or not less than **Five Million Dollars (\$5,000,000)** combined single limit per accident, for AOA access;
- 3) Additional Insured Endorsement. Such above referenced liability insurance shall name Aviation Authority and the City of Orlando and their members (including, without limitation, members of the Aviation Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, employees, and agents as additional insureds.

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

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

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

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

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

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

g. **Pollution/Environmental Liability Insurance.**

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 \$1,000,000.00 per claim.

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

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

- 1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance Aviation Authority may possess, and that any other insurance Aviation Authority does possess shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance company or companies 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 Aviation Authority.
- 4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to Aviation Authority.
- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando.
- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award

of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.

- 7) The Aviation Authority is currently Contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.
- 8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

2.5 Verification of Employment Status

- a. Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and an express requirement that Contractors include in such subcontracts the requirement that Subcontractors performing work or providing services pursuant to the state Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during

the Contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

- b. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**
- c. By submission of a Bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this Contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

2.6 Identification and Access Requirements

- a. Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor for whom Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:
- b. Each employee must provide a ten (10) year work history.
- c. Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
- d. Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.
- e. Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the

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

g. Fees Associated with Identification Badges and Keys

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

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

- h. Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, Aviation Authority shall be entitled to recover liquidated damages of \$250.00 for every

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

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

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

2.7 Airport Security

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

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

Not Applicable

2.9 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.10 Good Faith Effort for MWBE and LDB Participation Program

Not Applicable.

2.11 Performance/Invoicing

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

- b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- c. The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- d. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- e. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable goaa-ap@goaa.org

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 General Scope of Work

- a. The Contractor shall provide all labor, supervision, trucks, equipment, materials, and tools necessary to furnish and install trash compactors and/or trash containers. Services shall also include the pick-up and/or removal of wet and dry compacted and non-compacted trash/refuse, recyclable materials and all other items necessary proper for, or incidental to, performing trash removal services from various locations throughout the Orlando International Airport ("OIA") in accordance with this Specifications.
- b. The Contractor shall refer to Exhibit 1 and 2 for the equipment list, location, number, and map which will identify the type and location of compactors and containers.

3.2 Regulations

- a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- b. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- c. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- d. During the performance of this Contract, Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- e. The Contractor shall provide the Authority a copy of its City of Orlando non-exclusive Franchise for roll-off container collection and disposal of waste.
- f. The Contractor shall provide the authority with immediate notice (no more than forty-eight (48) hours from when the Contractor receives such notice) of termination of Contractor's City of Orlando non-exclusive Franchise for roll-off container collection and disposal waste.

3.3 Work Hours

- a. Contractor shall perform Trash Removal Services seven (7) days a week, scheduling such services to conform to operating hours of the Orange County Landfill or other EPA approved trash disposal and/or recycling location(s). The Contractor shall perform Trash Removal Services during Authority observed holidays as deemed necessary by the Authority.
- b. In the event an emergency condition is declared by the Authority's Chief Executive Officer, Chief of Operations, Director of Operations or their respective designees, the Contractor will perform work during such hours as specified by the AAR.

3.4 Contractor's Performance Requirements

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.

3.5 Contractor's Personnel

- a. 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. 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. 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. Contractor shall transfer promptly from the airport any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- f. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all "lost and found" articles found by its employees on Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.
- g. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- h. While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

3.6 Items Provided by the Aviation Authority

The Aviation Authority will provide Contractor with electrical access needed for trash compactors power packs.

3.7 Warranty

Not applicable.

3.8 On-Site Communications

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

3.9 Tools and Equipment Required by Contractor

- a. The Contractor shall provide all equipment necessary to perform work under this Contract. The Contractor shall be obligated to maintain equipment in safe operating condition at all times, and shall ensure that such equipment is

operated in compliance with proper safety procedures and practices. Contractor shall be responsible for all maintenance, including both parts and labor, to the equipment furnished by the Contractor to keep it in a safe operating condition at all times and performing to the manufactures specifications. Bumper guards and other guards are required to prevent marking, scratching or fixtures, furnishings or building surfaces.

- b. Each piece of Contractor's equipment must be individually numbered and include the Contractor's logo.

3.10 Accident/Incident/Damage Reports

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

3.11 Equipment Inventory

The Contractor shall initially provide and install equipment per inventory list on Exhibit 1 and equipment locations on Exhibit 2. The Authority reserves the right to require the Contractor to adjust the number and type of compactor, open-top containers, recycling containers and their respective locations during the term of the Contract. The Authority may require additional compactors, open-top containers or recycling containers. The Contractor shall provide them within thirty (30) days of the request at the monthly rental fee provided in the Contract.

- a. Compactors to be furnished shall:
 - 1) be any self-contained compacting units, including Power Packs;
 - 2) be new and/or not more than five (5) years old; are in good working condition prior to and subsequent to installation;
 - 3) be designed to fit interchangeably into any of the Authority compactor locations;
 - 4) have exterior dimensions to allow for safe and adequate maneuvering room around the containers and be capable of receiving refuse from existing trash chutes;

- 5) have fully operational "Capacity Indicators", (designed to measure from 80% up to 100% load capacity of compactor unit) and/or any other mechanism which measures a minimum line pressure of 2,100 PSI and a maximum line pressure of 2,400 PSI (pressure gauges must be installed on each unit); and
 - 6) have recognizable recycling decals for those compactors designated for recycling.
 - 7) have electrical tipping device on designated units.
- b. Open Containers to be furnished shall:
- 1) be new and/or not more than five (5) years old; are in good working condition prior to and subsequent to installation; and
 - 2) have recognizable recycling decals and have a cover for those containers designated for recycling.
- c. Front-end Loader Containers to be furnished shall:
- 1) be new and/or not more than five (5) years old; are in good working condition prior to and subsequent to installation; and
 - 2) have recognizable recycling decals and have a cover for those front end loader containers designated for recycling.
- d. All compactors and containers shall be painted a blue, gray, or green color and shall be approved in advance by the Authority.
- e. All Compactors and containers shall be prominently marked with Contractors company name and/or logo alongside the Authority 'GOAA' marking and a container identification number.
- f. The Authority shall, at all times, have the right but not the obligation, to examine any or all compactors, containers, and/or other equipment, used by the Contractor, or by its officers, employees or agents in the performance of the Contractor's obligations under the Contract. If the Authority, in its sole discretion, determines that any compactors, containers, or equipment should not be used in the service area, because it is deemed unsafe or not in good working condition, the Contractor shall remove such compactor, container or equipment from the service area and repair or replace it promptly.
- g. Contractor shall throughout the term of the Contract maintain all compactor and containers units in good working condition. Defective or inoperable units shall be repaired or replaced. All repairs and/or replacements shall be done at Contractor's sole expense.

- h. The Authority shall have no title or interest in any of the compactors or containers provided by the Contractor, and all risk of loss, theft or damage to such compactors or containers shall be borne solely by the Contractor.
- i. The Authority shall have the right to increase/decrease the number, type and location of compactors and containers as deemed necessary to the operation of trash removal throughout Airport property (Exhibit 2).
- j. The proposed cubic yard capacity of containers is indicated in Exhibit 1. The Authority reserves the right to change the cubic yard capacity at any collection site.

3.12 Compactors and Containers Operation and Maintenance

All costs for labor, materials and equipment necessary for maintaining and/or servicing Contractor's compactors, power packs and containers, shall be borne by Contractor. Any such cost to be borne by the Authority shall be included in the Contractor's monthly fee as set forth in its Bid. Maintenance of the compactors and containers to be performed by the Contractor shall include, but shall not be limited to:

- a. Routine and preventative maintenance as outlined in operational manuals provided by the manufacturer to ensure that the compactors are maintained in good condition, appearance and serviceability at all times.
- b. Emergency service necessary to keep the Airport trash removal service functioning and operating on a 24 hour, 7-days per week basis. Contractor shall either repair or replace any compactor or container within four (4) hours of receipt of notice from Authority.
- c. Electrical repair service necessary to keep compactors operational on a 24 hour, 7 days per week basis. Electrical repair service includes only those portions of the system from the wall mounted disconnect to the internal workings of the compactor.
- d. Maintenance of all interconnecting wiring, relays, and the electronic parts that provide the interlock system, which closes/opens the hopper chute system, including the fire door, fusible link and components.
- e. Maintenance of damaged skid plates and trash chutes resulting directly from the trash removal operation of the Contractor.
- f. Steam cleaning, painting, and welding as needed or as directed by the AAR.
- g. Any extended repairs, which will result in downtime of one or more compactors from the trash removal system, must be scheduled with the AAR prior to commencement of any such repair work.

- h. If the Contractor maintenance personnel does not have an Authority Access Control issued badge, they shall be escorted by another Contractor employee with an Authority Access Control issued badge.

3.13 Warranty

Not applicable.

3.14 Performance Requirements

- a. Contractor shall perform the installation of the equipment per Exhibit 1 (Page 32) in accordance with this Specification and industry standards, ensuring that the service for removal of trash is performed in a timely and uninterrupted fashion.
- b. Contractor's personnel shall perform work in a neat and professional manner and shall abide by industry standards and all Local, State and Federal regulations. OSHA rules shall be followed at all times. The Contractor shall coordinate with, and adjust all activities to, the needs and requirements of the Authority and shall perform its work activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.
- c. The Contractor shall respond to requests for Trash Removal Services within four (4) hours of receipt of notice from the AAR. The AAR will routinely make two (2) requests for Trash Removal Services per day indicating the number of Pulls per request, one in the morning (not later than 9:00 a.m.) and one in the afternoon (not later than 4:00 p.m.). All Pull requests made up to 4:00 p.m. shall be accomplished the same day. Pull requests made after 4:00 p.m. (excluding and emergency requests, which must be accomplished the same day) shall be accomplished the following morning.
- d. Contractor shall assign and have available, at all times, a sufficient number of trucks necessary to provide Trash Removal Services for the Authority as specified herein. All trucks used in the performance of this Contract shall have permanently affixed Company marking to allow the Authority to readily identify Contractor's vehicles and equipment that are engaged in the performance of the Authority's Trash Removal Services.
- e. The Contractor shall provide (and keep current) to the Authority two (2) emergency service telephone numbers that will be answered by a person who has the authority to act on the Contractor's behalf to authorize emergency service twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

- f. During lighting conditions, the security checkpoint may be temporarily closed. The scheduled containers shall be hauled when security checkpoint reopen.

3.15 Weighing of Vehicles

All vehicles used in the collection of refuse shall be weighed on State Certified Scales at an EPA approved landfill. Both incoming and outgoing vehicle weights shall be recorded on weight tickets provided by the operator at the EPA approved landfill. Original system generated tickets shall be submitted to the AAR weekly.

3.16 Landfill

The Contractor shall transport and dispose of all solid waste at the Orange County Landfill or an EPA approved landfill site within 20 mile radius from the Orlando International Airport selected by the Contractor and approved by the AAR. The Contractor shall be responsible for any permit or licenses fees associated with the use of the landfill site.

3.17 Landfill Tipping Fees

- a. The Authority shall be responsible for any tipping fees associated with the use of the Orange County landfill or other EPA approved trash disposal location. The Authority shall pay the tipping fees directly to Orange County or any other EPA approved trash disposal location. However, there shall be no landfill tipping fees for the recyclable materials from the recycling containers, unless the materials are contaminated. The Contractor shall provide proof that the recyclable materials are contaminated.
- b. The tipping fees at any EPA approved trash disposal location shall not exceed the Orange County Landfill rates.
- c. It is the Contractor responsibility to ensure that tipping fees at any other EPA approved trash disposal location shall not exceed Orange County landfill rates.

3.18 Monitoring Requirements

- a. The Contractor shall provide by the first day of each month, a monthly list of properly badged drivers that will pick-up and deliver containers and compactors to the Authority.
- b. The Authority may impose additional monitoring requirements in respect of Contractor's operations at the Airport as Authority may deem to be in its best interest.
- c. The AAR shall coordinate all activities between the Contractor and Authority. The AAR will develop and make known to the Contractor the reporting procedures and general protocol to be followed by the Contractor and its personnel in the performance of work.

3.19 Sanitizing and Disinfecting

The Contractor shall provide regular inspection of the compactors and containers, and shall sanitize and disinfect such compactors and containers to eliminate build-up of trash, wet garbage and residue that tends to attract flies, bugs, insects, rodents or bacteria as needed or as requested by the AAR. All compactors and containers will be free of odors and insects in accordance with U.S. Public Health and Safety Standards. The Contractor shall comply with the requirements of any other government agency having jurisdiction. The Contractor shall indicate on monthly invoices all compactors and containers that have been sanitized and disinfected.

3.20 Additional Services

- a. In the event of an emergency, or as the Authority may from time to time request, Contractor shall be required to perform other and additional Trash Removal Services outside the scope of the Contract.
- b. Compensation to Contractor for such additional services shall be reimbursed at the appropriate rate set forth in the Bid Price Form.

3.21 Transition Plan

- a. A Transition Plan shall be required once a Contractor has been issued a Notice of Intent to Award. The Transition Plan shall describe how the Contractor plans to commence operations and bring about a smooth transition of the work required. The plan shall consist of, but is not limited to, planned interface with the Authority, inventory, time schedule for hiring and training of employees, the processing of I.D. badges, familiarization tours, coordination between the outgoing and incoming Contractor to schedule for replacement of existing compactors and containers with new compactors and containers, a schedule for completion of compactor/container installation, contingency plans to handle transition problems and such other items necessary for a smooth integration of the contracted services.
- b. Contractor shall attend a number of coordination meetings before and after the commencements of the Contract, and again, before and after termination of such Contract, if upon expiration or termination a third party has been selected to perform the Trash Removal Services.

3.22 Training Program

- a. The Contractor shall provide each employee engaged in the performance of work under this Contract with the training needed to safely and competently perform the work hereunder.

- 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 Authority upon request. All such employee training shall be provided at Contractor's expense.

3.23 Inspection and Approval

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

3.24 Use of Premises

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

3.25 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.

3.26 Exhibits

Exhibits are attached hereto and incorporated herewith.

- a. Exhibit 1 – Equipment List
- b. Exhibit 2 - Domestic Trash Containers Maps

**Exhibit 1
Equipment List**

Location #	Location	ID #	Size	Type*
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Open Containers:

1	Behind Cargo Building GOAA#760 &	100	30yd	OC
1	Behind Cargo Building GOAA#760 &	101	30yd	OC
2	GOAA Motor Pool	102	30yd	OC
2	GOAA Motor Pool - Tires	103	20yd	OC
3	United Stores Gate 12 - Trade Port	104	30yd	OC
4	ARFF Training Site	105	20yd	OC
5	B-Line McCoy Rd	106	30yd	OC
15	Airside 4 across from gate 80	125	40yd	OC
15	Airside 4 across from gate 80	126	40yd	OC
6	Waste Management Building - Spare	107	30yd	OC
6	Waste Management Building - Spare	108	20yd	OC
6	Waste Management Building - Spare	109	20yd	OC

Compactors:

7	Under terminal A-Side " with tipper "	200	33yd	P
8	Under terminal B-Side " with tipper "	201	33yd	P
9	Parking Admin Bldg B-Side "with hopper cover"	202	33yd	P - WC
10	GOAA Maintenance Bldg	203	33yd	P
11	Airside 1 Under the AGT "with hopper cover"	204	33yd	P - WC
12	Gasoline Alley between A/S 1 & 3	205	33yd	P
14	Airside 3 Under the hub	207	33yd	P
16	Gasoline Alley between A/S 2 & 4	206	33yd	P
16	Gasoline Alley between A/S 2 & 4	209	33yd	P
16	Gasoline Alley between A/S 2 & 4	211	33yd	P
17	Airside 2 Under the hub "Chute"	212	33yd	P
18	Waste Management Building - spare	208	33yd	P
18	Waste Management Building - spare	210	33yd	P
18	Waste Management Building - spare	213	33yd	P
500	South APM Station	TBD	33yd	P
600	South Terminal – Landside Loading Dock - Chute	TBD	33yd	P
600	South Terminal – Airside Loading Dock - Chute	TBD	33yd	P
600	South Terminal – Concessions Loading Dock - Chute	TBD	33yd	P

Recycle:

19	Under Terminal A-Side by the loading	300	20yd	OC - WC
5	B-Line McCoy Rd Carpet	301	30yd	OC - WC
11	Airside 1 Under the AGT	400	33yd	P - WC
12	Gasoline Alley between A/S 1 & 3	401	33yd	P - WC
16	Gasoline Alley between A/S 2 & 4	402	33yd	P - WC
17	GOAA Annex Bldg	500	8yd	Front End
18	North Park Lot (Currently Closed)	501	8yd	Front End
9	B-side Park Admin Bldg	502	8yd	Front End

Recap: Open Containers and Compactors:

Open Containers: 6 - 30yd 2 – 40yd w/cover

4 - 20yd

Compactors: 12 - 33yd

2 - 33yd With Cover

2 - electric tipper

Recap: Recycle Containers:

Recycle Containers: 1 - 20yd Open Container with cover

1 - 30yd Open Container with cover

3 - 33yd Compactor with cover

3 - 8yd Front-End Loader Containers

***Type Key:**

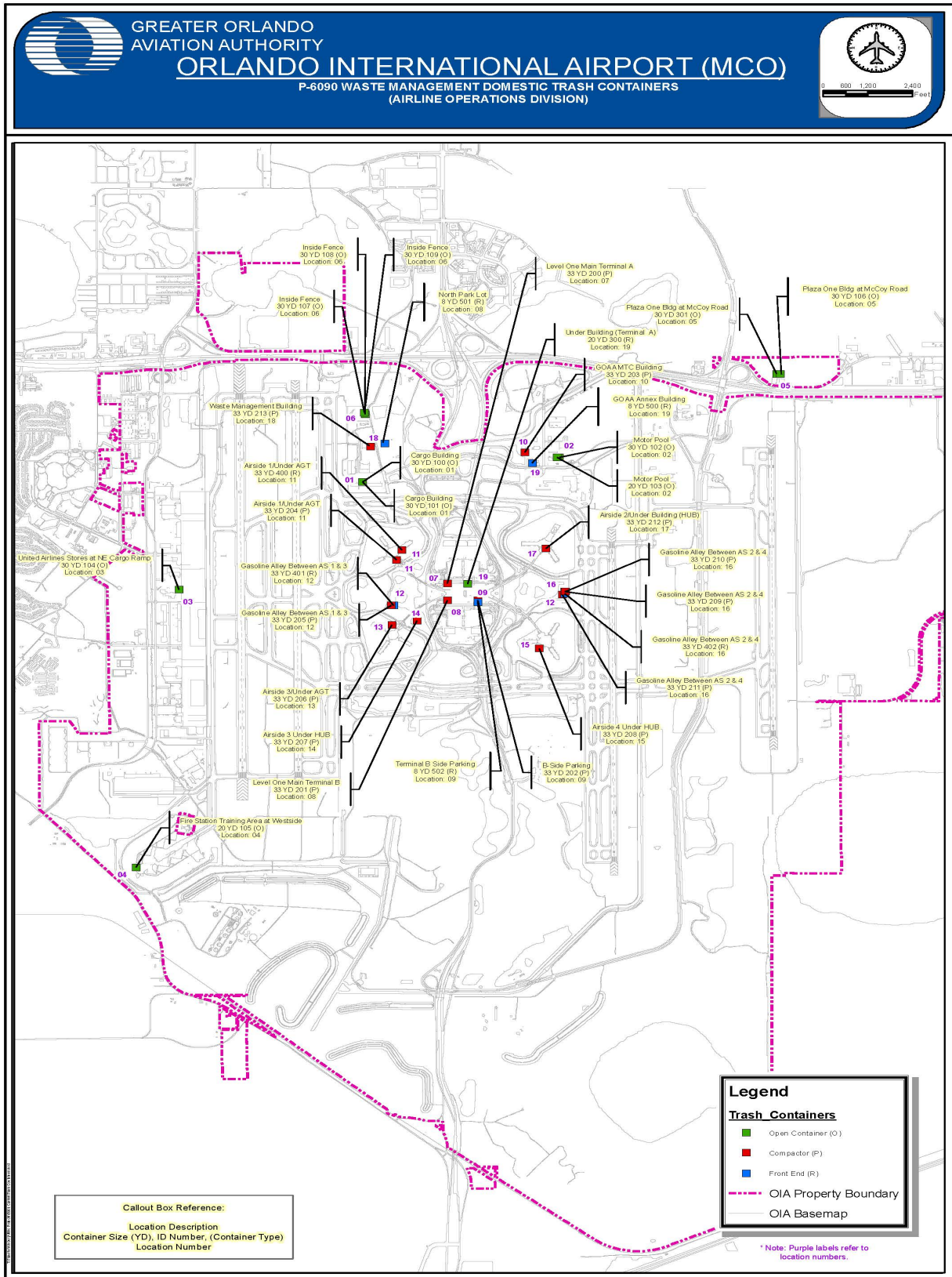
OC: Open Container

P: Compactor

P-WC: Compactor with Cover

OC-WC: Open Container with Cover

EXHIBIT 2 Domestic Trash Containers Maps



EXIST. SECURE ROAD (TO BE RELOCATED)

FUTURE SECURE ACCESS RD.

EXIST. ROADWAY

SOUTH TERMINAL CEP 1044

PARKING GARAGE C EXPANSION

PARKING GARAGE C

1050 TERMINAL C AIRSIDE

1051 TERMINAL C LANDSIDE

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4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Lobbying Statement

- a. All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation for Bid; and written correspondence concerning Bids may be submitted to the Purchasing Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
- b. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. (F.S. 287.057 (23))

4.2 Whistle Blower Reporting Line

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

form at www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

4.3 EEO Statement

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

4.4 Federal Fair Labor Standards Act

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

4.5 Occupational Safety And Health Act of 1970

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

4.6 Discounts

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

4.7 Pricing

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

4.8 Incurred Cost

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

4.9 Taxes

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

4.10 Errors

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

4.11 Additional Terms & Conditions

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

4.12 Silence of Specifications

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

4.13 Assignment

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

4.14 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's

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

of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Aviation Authority may have as to any party or person described therein.

4.15 Patents and Royalties

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

4.16 Software License to Contractor

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

4.17 Warranty Against Infringement of Intellectual Property

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

4.18 Optional Ownership of Work Product

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

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

In the course of performing the Contract work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know

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

4.20 Training

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

4.21 Acceptance

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

4.22 Safety Warranty

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on

the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

4.23 Warranty

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

4.24 Awards

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

4.25 Conflict of Interest

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

4.26 Purchasing Contracts With Other Governmental Entities

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

4.27 Drug-Free Workplace

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

4.28 Discriminatory Vendor List

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

4.29 Public Entity Crimes

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

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

4.30 Scrutinized Companies

Awarded Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an

opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

4.31 Licenses and Certifications

The awarded Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Department. The successful Contractor is responsible for obtaining all permits necessary to perform the services. The Aviation Authority does not exempt itself from permitting requirements.

4.32 Subcontractors

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

- a. Obtain approval in advance by the Aviation Authority.
- b. Continuously monitor the Subcontractor's performance and shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.
- c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.
- d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.
- e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.

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

4.33 Verbal Instructions

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

4.34 Litigation Venue

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

4.35 Addition, Deletion, or Modification of Services

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

4.36 Operation During Dispute

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

4.37 Contract Termination

The Contract resulting from this Bid shall commence upon issuance and acceptance of the fully executed Contract. The Aviation Authority retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days

prior written notice or as stated herein. In the event of termination by the Aviation Authority, provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

a. Termination for Cause

- 1) If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants or stipulations of this Contract, the Aviation Authority shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date.
- 2) Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Contract by Contractor, and the Aviation Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation Authority from Contractor is determined. This provision shall survive the termination of this Contract and shall not relieve Contractor of its liability to the Aviation Authority for damages.

b. Termination for Convenience of Aviation Authority

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

c. Termination for Convenience of Contractor

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

4.38 Supervision of Contract Performance

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

4.39 Monitoring of Work

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

4.40 Prompt Payment

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

4.41 Contractor Responsibilities

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

4.42 Right To Audit Records

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an

authorized representative of the Aviation Authority, and shall be retained by the Contractor for a period of five (5) years after termination of this Contract—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

4.43 Copying Documents

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

4.44 Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLCRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

4.45 Federal Emergency Management Agency (FEMA) Contract Requirements

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

4.46 Federal Compliance Provisions

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

- a. **Equal Employment Opportunity:** For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.
- b. **Davis-Bacon Act:** For any federally assisted construction Contract, in excess of two thousand dollars (\$2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). For a definition of "Construction" see 48 CFR 2.101.
- c. **Contract Work Hours and Safety Standards Act:** For any federally assisted Contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

- d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or Bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- e. **Debarment and Suspension:**
- 1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
 - 2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award. a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). b. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- f. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act

(42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

- g. **Energy Policy and Conservation Act:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.
- h. **Federal System for Award Management:** A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.
- i. **Title Vi List of Pertinent Nondiscrimination Acts And Authorities**
During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
 - 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public

accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

j. **Procurement of Recovered Materials:**

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

k. **Additional FEMA Requirements:** The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity Contracts. FEMA, pursuant to this Aviation Authority, requires or recommends the following:

- 1) Access to Records. The following access to records requirements apply to this Contract:
 - a) The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller

General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
- d) In compliance with the Disaster Recovery Act of 2018, the non-fed entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

3) No Obligation by Federal Government.

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

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

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

5.0 CONTRACT

5.1. Contract Instructions

- a. The Aviation Authority shall notify the Bidder of the Aviation Authority's intent to make an award and the Bidder shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Bidder to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:
 - 1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
 - 2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.
 - 3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having Aviation Authority to bind the company.
 - 4) If Contractor is a sole proprietorship, the owner shall sign the Contract.
- b. If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's Aviation Authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.
- c. No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

5.2. Contract

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, trucks, equipment, materials, and tools necessary to furnish and install trash compactors and/or trash containers. Services shall also include the pick-up and/or removal of wet and dry compacted and non-compacted trash/refuse, recyclable materials and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 10-22, Trash Removal Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

Official Seal

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Its: _____

Date: _____

Attest:

Secretary

WITNESSED BY:

"CONTRACTOR"

(Name of Contractor)

By: _____ (Seal)
(Signature of Owner or General Partner)

Its: _____
(Title)

Name of Owner or General Partner Printed
or Typed

Date: _____

Performance Bond No.: _____

Performance Bond Expiration Date: _____

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that _____,
_____, hereinafter called Principal, and
_____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of **Two Hundred and Fifty Thousand Dollars (\$250,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for Purchasing Bid 10-22, Trash Removal Services at Orlando International Airport, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

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

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

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and
2. Pays Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and
3. Pays Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

Principal (Name of Contractor)

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

(Seal)

Name of Surety

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

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

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

Secretary

(Corporate Seal)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **\$250,000.00**

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

Dear Sir or Madam:

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

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

- A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Contract 10-22 for Trash Removal Services at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Contract"); and
- B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
- C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Contract in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Irrevocable Stand-by Letter of Credit
Page 2

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

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

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

(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT A

**GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM**

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

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

- A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Contract, 10-22, Trash Removal Services at Orlando International Airport, by and between the Company and the Aviation Authority (the "Contract").
- B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals \$ _____; or
- C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Contract in accordance with such terms, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this _____ day of _____, 20_____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____

6.0 BID SUBMITTALS/ ATTACHMENTS

6.1 Bid Opening

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids** must be submitted no later than **3:00 p.m. EST, Wednesday June 30, 2021** in sealed envelopes bearing the words "Purchasing Bid 10-22, Trash Removal Services, at the Orlando International Airport."
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:

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

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

One COMPLETE electronic copy on a USB drive in PDF format. The Bid Price Form Excel spreadsheets shall not be recorded in PDF.
- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

6.2 Delivery of Bid

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

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

- b. Bidders should include the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope. Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed Bid shall be rejected as non-responsive regardless of where or when it is received.
- c. Bidders are cautioned that they are solely and strictly responsible for delivery to the specific location cited prior to the specified opening date and time. Therefore, if your Bid is delivered by an express mail carrier or by any other means, it is solely your responsibility to ensure delivery to the above address. The Purchasing Department will not be responsible for deliveries made to any place other than the specified address.
- d. **The time/date stamp clock located in the Purchasing Department Office shall serve as the official authority to determine lateness of any Bid. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered. Late Bids will be returned to the Bidder unopened.**

6.3 Bid Submittals

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

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

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

Attachment A - Bidder's Certification

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

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

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

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

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

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

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

Attachment B - Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 10-22**

A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED. The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Bid Price Form as detailed in the instructions for Bid Submittals listed in Section 7.

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

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

The Bidder agrees to provide all labor, supervision, trucks, equipment, materials, and tools necessary to furnish and install trash compactors and/or trash containers. Services shall also include the pick-up and/or removal of wet and dry compacted and non-compacted trash/refuse, recyclable materials and all other items necessary or proper for, or incidental to, performing Trash Removal Services described in the Contract Documents.

IFB 10-22, TRASH REMOVAL SERVICES

TOTAL THREE (3) YEAR BID PRICE:

(Print Dollar Amount) \$ _____

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

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Attachment C - Addendum Receipt Verification

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company

Signature

Print Name

Title

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

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

2. AUTHORIZED SIGNATORIES

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

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>

3. EXPERIENCE

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

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

- a. Provide Business License
- b. What is the current number of company employees?
- c. Will Additional Staff be hired to meet Contract requirements?

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

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

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

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

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Attachment G – MWBE/LDB Forms, Not Applicable

**MINORITY/WOMEN-OWNED PARTICIPATION
AND
LOCAL DEVELOPING BUSINESS FORMS**

Attachment H - Current W9

Request for Taxpayer Identification Number and Certification ►

Go to www.irs.gov/FormW9 for instructions and the latest information.

Attachment I – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

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

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

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

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

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

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

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Attachment J - Letter of Bondability or Letter of Credit

Each Bidder shall provide with its Submittal a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Bidder can obtain one or the other. As described in Section Two – Special Conditions. Note the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit contained in the Submittal Documents.

Attachment K – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, Purchasing Bid 10-22. Trash Removal Services, for Orlando International Airport, opening at 3:00 p.m. EST, June 30, 2021, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed