



GOAA DATE 10-20-21
ITEM NO. 9
DOCUMENTARY # 101230

GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB 02-22

CARPET, VINYL AND RUBBER FLOORING REPAIR AND REPLACEMENT SERVICES

DATE OF ISSUE: July 19, 2021

PRE- BID CONFERENCE OR GOTOMEETING:

Bidders may attend in person or via GoToMeeting.

August 10, 2021, 10:00 a.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/686959253>

United States (Toll Free): 1 866 899 4679 Access Code: 686-959-253

DEADLINE FOR QUESTIONS August 13, 2021, 2:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Fatima F Calkins, CPPO, CPPB

Title: Sr. Purchasing Agent

Phone: (407)-825-2044

Email: FCalkins@goaa.org

SUMBIT BIDS TO:

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

IFB DUE ON OR BEFORE: August 24, 2021

IFB DUE ON OR BEFORE: 11:00 a.m., EST

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ADDENDUM NO. 1
TO
PURCHASING BID 02-22
CARPET, VINYL AND RUBBER FLOORING REPAIR AND REPLACEMENT SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

August 2, 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 02-22 IFB Detail Bid Pricing Sheet with corrected 02-22 IFB Detail Bid Pricing Sheet. The Year 3 period has been corrected to read: **“Period of 12/01/2023 through 11/30/2024”**.

ITEM 2: Replace Pages 4 and 5 with corrected Pages 4 and 5. Section 1.2 – Solicitation Information has been revised to replace AirportLink’s website with the new solicitation platform Merrell USA (formerly Negometrix USA). AirportLink will be deactivated as of August 27, 2021 and vendors/suppliers will no longer be available to view past and present solicitation documents through AirportLink. It is imperative for vendors/suppliers to register on the new solicitation platform. Please refer to Item 3 for registration instructions.

ITEM 3: Question: Would the Authority provide instructions on how to register in Merrell USA (formerly Negometrix USA)?

Answer: Please refer to Attachment “A-1” Negometrix Announcement and Instructions.

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

Fatima F Calkins
Fatima F Calkins, CPPO, CPPB
Senior Purchasing Agent

August 2, 2021

Date

ADDENDUM NO. 2
TO
PURCHASING BID 02-22
CARPET, VINYL AND RUBBER FLOORING REPAIR AND REPLACEMENT SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

August 17, 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: Replaced Page 10 with corrected Page 10 – Section 2.1.c.3).d. – Minimum Requirements, the following language was removed: “**Contract Supervisor and an**”.
- ITEM 2: Replaced Page 10 with corrected Page 10 – Section 2.1.c.3).e. – Minimum Requirements, the following language was added : “**A written statement of affirmation stating that the proposed Contract Supervisor, installers and helpers will be exclusive to this Contract.**”
- ITEM 3: Replaced Page 25 with corrected Page 25 – Section 3.1.d.9) – This section was bolded.
- ITEM 4: Replaced Page 25 with Corrected Page 25 – Section 3.1.d.10).a) the following language of the first sentence was removed: “... **a Contract Supervisor and...** and on the last sentence: “... **both the Contract Supervisor and...**
- ITEM 5: Replaced Page 25 with Corrected Page 25 – Section 3.1.d.10).c) the following language was removed: “**The On-Site Supervisor/Installer shall:**”
- ITEM 6: Replaced Page 25 with Corrected Page 25 – Section 3.1.d.10). The following language of the first and second sentences were removed. First sentence: “**of the Contract Supervisor or**” and on the last sentence: “...**the Contract Supervisor or...**”

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

Fatima F Calkins

Fatima F Calkins, CPPO, CPPB
Senior Purchasing Agent

August 17, 2021

Date



The Greater Orlando Aviation Authority (GOAA) now uses an online solicitation platform powered by Merrell USA (formerly Negometrix USA) to post and accept submissions for open solicitations.

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

Register on Negometrix 4

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

<https://app.negometrix.com/registration>.

If you already have a Negometrix 4 profile, you will not need to register again to participate in GOAA bids.

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

Additional Information

Suppliers can check out the support video in the link below for a full walkthrough of the Negometrix 4 platform, after registering to submitting your first solicitation:

<https://youtu.be/4mpFfFaPp2M>

Need Assistance?

The Service Desk for the Negometrix 4 platform is available from Monday – Friday, 9:00 am – 8:00 pm EST for any assistance you may need. You can check out frequently asked questions on their Support Page, <https://help.negometrix.com/en/support/home>, or find the contact information below:

Negometrix Service Desk

Email: servicedesk.us@negometrix.com

Phone: (724) 888-5294

1.0 GENERAL INFORMATION

1.1 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide Carpet, Vinyl and Rubber Flooring Repair and Replacement Services. The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.
- b. This Bid does not include a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB) / Veteran Business Enterprise (VBE) participation requirement.

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 the Aviation Authority's online solicitation platform powered by Merrell USA (formerly Negometrix USA) at <https://app.negometrix.com/buyer/5681>.

- a. Negometrix provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. There is no charge to the Bidder to register and any award resulting from this solicitation will not require any payment by the Bidder to Merrell USA.
- b. If a Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.
- c. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation. The last date for questions pertaining to this Solicitation is August 13, 2:00 p.m. EST. Questions after this date and time will not be answered.
- d. Questions will be answered via addendum and posted to <https://app.negometrix.com/buyer/5681>.
- e. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum and posted on Negometrix 4 website.
- f. Late Bids, as determined by the official time clock located in the Purchasing Department's Office will not be considered and may be returned to the Respondent as non-responsive.

- g. Bid openings shall be public, opened on the date and at the time specified on the Bid form. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.
- h. The Bid Summary is posted to Aviation Authority's Purchasing Department's website at www.orlandoairports.net/purchasing and on Negometrix's website at <https://app.negometrix.com/buyer/5681>.
- i. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid as detailed in Section Seven, Bid Submittals.
- j. Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- k. Unless otherwise noted, Bidders shall submit *one Bid Response only*.
- l. Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. 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 **December 1, 2021**, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**.
- b. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Aviation 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. 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 7, Bid Submittals; and
- 5) Financial Stability: **Not Applicable.**

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 of experience performing providing the following:
 - a) commercial carpet, vinyl and rubber flooring repair and replacement services.
 - b) has installed commercial tufted broadloom and woven pattern carpet directly utilizing glue down services.
 - c) has satisfactorily performed a qualifying level of such commercial services during such time for at least three (3) different customers. A "qualifying level" is services performed for a facility of at least 100,000 square feet of space that is open to pedestrian traffic, twenty-four (24) hours per day, seven (7) days per week for at least the three (3) years immediately preceding the date of Bidder's response to this Invitation for Bids.
- 3) Bidder must provide a copy of the following required Licenses and Certifications with their Bid Submittal:
 - a) Business License.
 - b) A Letter of Intent from the Surety Company or a Bank Letter of Credit from a US Bank (on a company letterhead) confirming that the

(REVISED PER ADDENDUM NO. 2)

Bidder, if awarded the contract can obtain one or the other in the amount of **One Hundred Sixty-Five Thousand Dollars (\$165,000)** as described in Section 2.3.

- c) A statement of coverage from a U.S. insurance company/broker confirming that Bidder can obtain **Five Million Dollars (\$5,000,000)** insurance coverage requirements as described in Section 2.4.
- d) Name, current resume and statement for the Contractor's proposed ~~Contract Supervisor and an (deleted)~~ On-Site Supervisor/Installer.
- e) **A written statement of affirmation stating that the proposed Contract Supervisor, installers and helpers will be exclusive to this Contract.**

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 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 of **One Hundred Sixty-Five Thousand Dollars (\$165,000)**.
- 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 of **One Hundred Sixty-Five Thousand Dollars (\$165,000)**, and issued on Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Awarded Contractor

shall provide Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term** 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 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

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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

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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**
 - 1) The U.S. Customs and Border Protection required badge for the purposes of performing duties under the Contract is a hologram badge. The Contractor will comply with all U.S. Customs Service requirements in order to obtain and maintain a hologram to be affixed on the Aviation Authority badge. Currently a bond must be posted with U.S. Customs and Border Protection before any holograms are issued. Contractor should verify bond cost with U.S. Customs and Border Protection. The bond amount could change if the Contractor commits U.S. Customs and

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Border Protection violations or if the U.S. Customs and Border Protection changes its rules or procedures.

- 2) Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many employees will require access to the Customs security areas.

Less than 15	\$25,000.00
Between 15 - 25	\$50,000.00
More than 25	\$100,000.00

- 3) The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.
- 4) The Contractor must have a sufficient number of management staff as well as regular staff, (as permitted by local U.S. Customs and Border Patrol officials) badged with Federal Inspection Station (FIS) (US Customs and Border Patrol) credentials, to ensure adequate staff on all shifts are capable of responding to FIS calls without escort.

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.

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

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 General

a. Scope of Work:

- 1) The Contractor shall provide all labor, supervision, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, performing replacement and repairs for existing woven and tufted broadloom carpet and the installation of new woven and tufted broadloom carpet, including carpet tiles, vinyl, and rubber flooring throughout the Orlando International Airport Terminal Complex and other Aviation Authority's owned buildings. The Aviation Authority will provide all carpet, rubber, and vinyl flooring necessary for Contractor to perform the work. Contractor will provide all other necessary materials and supplies to complete the repair and replacement services. All work shall be performed in accordance with this Specification and appropriate manufacturers' instructions.
- 2) Contractor's Organizational Structure:
 - a) Contractor shall have installers, each with a minimum of five (5) years experience in providing similar carpet service and be capable of furnishing the required number of experienced workmen to service the needs of the Aviation Authority during the length of this contract.
 - b) The crew composition may consist of one of the following combinations: Two (2) Man Crew will consist of one (1) installer and one (1) helper; Three (3) Man Crew will consist of one (1) installer and two (2) helpers; Four (4) Man Crew will consist of one (1) installer and three (3) helpers. Crew compositions will be approved in advance by the Aviation Authority.

b. Regulations:

- 1) 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.
- 2) 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.
- 3) 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

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of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

- 4) 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.

c. Work Hours:

- 1) Standard Work Hours: Contractor shall normally perform work during Standard Work Hours which are between 10:00 p.m. and 6:00 a.m., Sunday through Thursday, excluding Aviation Authority's observed holidays.
- 2) Non-Standard Work Hours: Non-standard Work Hours may be arranged with prior written approval of the AAR. Contractor shall advise AAR forty-eight (48) hours in advance of its projected work schedule.
- 3) Aviation Authority Holiday Work. Contractor shall perform no work during weekends or Aviation Authority holidays, without the prior permission of the AAR. The Contractor shall give the Aviation Authority sufficient advance notice to request working on such holidays or during non-standard hours to allow the Aviation Authority to assess the impact that such activities would have on the area's normal scheduled operations.
- 4) Emergency Condition: In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Chief Administrative Officer, Director of Maintenance or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority and shall be paid as Non-Standard Work Hours rate.
- 5) Response Time: Contractor shall respond to request for repair service within twelve (12) hours of the request and shall commence on-site repair or replacement services within twenty-four (24) hours from the time AAR's written request is received by the Contractor.
- 6) Timekeeping Accountability: The Contractor shall be responsible for ensuring that an accurate accounting of hours worked is meticulously maintained. The AAR will provide a standard timesheet form to the Contractor for this purpose and for subsequent submission with the Contractor's payment invoice as supporting documentation. Additionally, when the Contractor performs work on Airport property the Contractor is responsible for checking in and out with the Maintenance

Central Plant, and by personally signing in/out in the Contractor's Log, located in the Maintenance Central Plant.

- 7) Actual Charges: Charges will be for actual hours worked on the Aviation Authority's site when personally signing in/out in the Contractor's Log, located in the Maintenance Central Plant. Time required for travel to and from the Aviation Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.

d. Contractor's Personnel:

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) 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.

- 6) 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.
- 7) 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.
- 8) 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.
- 9) **The Contractor's On-Site Supervisor/Installer and helper crew engaged for this Contract shall be full-time, regular personnel exclusively assigned to this Contract.**
- 10) Management Supervision:
 - a) The Contractor shall designate ~~a Contract Supervisor and (deleted)~~ an On-Site Supervisor/Installer acceptable to the Aviation Authority, authorized to represent and act for the Contractor in matters pertaining to Contractor's operations and activities and otherwise carry out provisions of the Contract. The Contractor shall provide the Aviation Authority with the name and resume of ~~both the Contract Supervisor and the~~ On-Site Supervisor/Installer prior to commencement of the Contract work.
 - b) The On-Site Supervisor/Installer for the Contract shall:
 - i. Possess at least five (5) years experience in performing in installing woven pattern direct glue down carpets and vinyl composition tile (VCT) as specified in the Contract Documents.
 - ii. Have overall responsibility for the work to be performed by the Contractor, including scheduling and coordination under this Contract.
 - c) ~~The On Site Supervisor/Installer shall: Deleted.~~

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- i. Be a part of the crew described in Section 3.1.a.2) - Contractor's Organizational Structure, with the exception of emergency repairs, be on-site during all phases of the repairs and replacement covered under this Contract.
- d) The Contractor shall provide to the Aviation Authority, in writing, the name and qualifications of any substitute or replacement ~~of the Contract Supervisor or (deleted)~~ On-Site Supervisor/Installer, with the Aviation Authority having the right, in its sole discretion, to approve or disapprove such substitute or replacement of ~~the Contract Supervisor or (deleted)~~ On-Site Supervisor/Installer.
- e. Items Provided by the Aviation Authority:
 - 1) The Aviation Authority will provide Contractor with electrical access needed to perform the services.
 - 2) The Aviation Authority will provide the Contractor with parking for the Contractor's employees while performing the work specified herein.
 - 3) All carpet, vinyl and rubber floor tile to be repaired and installed.
 - 4) One (1) forklift for the use of Contractor and the Contractor's operator at the Aviation Authority's warehouse.
- f. Items Provided by the Contractor:
 - 1) All tools and equipment necessary for Contractor to provide the services shall be in good repair, and shall be maintained to achieve maximum operating efficiency at all times. The Contractor shall use only equipment that is equipped with all necessary safety features, to assure safe operation of equipment and/or tools.
 - 2) Tools and equipment shall be safe to use and be used in the manner in which they were intended. If the Aviation Authority determines that any equipment, vehicle or tool is unsafe or not in good working condition, the Contractor shall remove it from service and repair or replace it promptly to the Aviation Authority's satisfaction. Appropriate safety gear, shall be provided by the Contractor to all employees as necessary by all applicable laws. The equipment used by the Contractor shall be subject to inspection by the Aviation Authority at any time.
 - 3) Contractor shall provide Aviation Authority approved barricades to prevent unauthorized access to the work area while performing the carpet, vinyl, rubber flooring repairs and replacement services. The barricade shall be at least four feet high and continuous so as to deter unauthorized access to the work area. The Contractor must keep the barricades in good condition and suitable for public areas. Construction

and erection of the barriers in the work sites shall be solely the Contractor's responsibility.

g. Quality Assurance:

- 1) The Aviation Authority will provide a fork lift for Contractor's use at Aviation Authority's warehouse facility; however, Contractor shall provide a licensed and qualified operator for the forklift.
- 2) All carpet material pickup shall be coordinated with the AAR.
- 3) Contractor at its own expense shall provide the necessary equipment to lift carpet up to Passenger Board Bridges (PBB) for certain installations.
- 4) The Contractor shall be responsible for moving and replacing all furnishings, including but not limited to, desks, credenzas, workstations, chairs, planters, plants and public seating at the Airport as necessary for any carpet installation or repair, however, the Aviation Authority shall be responsible for the movement of telecommunication, data, electrical lines and related equipment, as deemed necessary by the Aviation Authority.

h. Warranty:

- 1) The Contractor warrants to re-install or re-stretch, at its sole cost, carpet that develops wrinkles, contains defective seams, frayed seams or other installation related defects that occur during the warranty period (as set forth below). Any Contractor provided materials that cause defects during the installation or warranty period shall also be replaced at Contractor's cost.
- 2) The Contractor's warranty shall be effective for a period of one (1) year following final acceptance of each installation by the Aviation Authority (the "warranty period").
- 3) Warranty labor and materials shall be provided at no additional cost to the Aviation Authority.

i. 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.

j. Reference Standards:

The Contractor shall perform the work hereunder in accordance with the following standards: The Carpet and Rug Institute "CRI" – 104 "Standards for Installation of Commercial Textile Floor Covering Materials".

3.2 **Products**

a. Materials Provided by the Aviation Authority:

The Aviation Authority shall provide the following floor products to be installed by the Contractor:

- 1) Three frame woven through the back level loop Wilton.
- 2) Three frame woven through the back cut and loop Wilton.
- 3) Tufted, loop pile, cut and loop and cut pile carpets with secondary synthetic backing.
- 4) Tufted loop pile carpet with high tuft bind latex unitary back.
- 5) Carpet tiles with hard back or cushion back.
- 6) Rubber and vinyl tiles.

b. Materials Provided by the Contractor:

The Contractor shall provide sufficient quantities of the following materials at no additional cost to the Aviation Authority:

1) Carpet Pad:

Tread M or Style #2568, by Sponge Cushion Inc.

2) Approved Adhesives:

Direct Glue Down:

- a) Parabond M-4099.
- b) WF Taylor 2056.
- c) NuBroadlok.
- d) Mapei Ultrabond 220.

Double Glue Down:

- a) Parabond DS 902.
- b) WF Taylor 2056.
- c) Mapei Ultrabond 220.

3) Carpet Tiles Releasable:

- a) Parabond M- 5080.
- b) W.F. Taylor 2027.

4) Approved Seam Sealers:

- a) Direct Glue Down:
 - i. Parabond M – 363.
 - ii. WF Taylor 775.
 - iii. NuBroadlok Seam Sealer.
- b) Stretch-In:
 - i. Parabond M-267.
 - ii. Roberts 8502.
 - iii. NuBroadlok Edge Sealer.

5) Approved Adhesive for Rubber/Vinyl Tiles:

- a) Vinyl Composition Tiles:
 - i. Parabond M – 4269.
 - ii. W. F. Taylor 2091.
 - iii. Henry 430.
- b) Vinyl Tiles:
 - i. Parabond M4600.
 - ii. W. F. Taylor 2091.
 - iii. Henry 422.
- c) Rubber Tiles
 - i. Parabond M4700.
 - ii. W. F. Taylor 2091.
 - iii. Henry 412.

6) Accessories:

- a) Tackless strip – where required.
- b) Vinyl cove base - Mercer-Rubbermite (4" and 6").
- c) Metal moldings – aluminum, (12' foot sections).
- d) Schluter brass strips (3/8" high x 1/8" thick).

7) Patching and Leveling Compound:

Approved white underlayment powder with latex additive:

- a) Parabond M-600 powder and M-615 Latex additive.
- b) DAP 60P powder and 60L additive.
- c) Dependable powder and Latex liquid additive.
- d) Mapei Planipatch.

c. Substitutions:

No substitutions for the above specified adhesives or accessories will be allowed unless prior approval has been given in writing by the AAR.

3.3 **Contractor Responsibilities**

a. **Performance Requirements:**

- 1) 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.
- 2) Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the AAR.
- 3) Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- 4) Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Safety Data Sheets on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

b. **Site Conditions – Carpet and Vinyl Composition Tiles (VCT) Removal:**

- 1) Contractor shall inspect each sub floor to determine the special care required for a suitable foundation for carpet or VCT, as applicable. Contractor shall verify that substrate surface is clean, dry and free of paint, adhesives, oils, and other contaminants. All carpet and VCT removal shall be performed by Contractor in such a manner so as to not damage the underlying surface.
- 2) Contractor shall check floors for proper levelness with a metal straight edge or bar, which is at least ten feet (10') long.

c. **Preparation:**

Contractor shall perform the following services in the areas directed by the AAR:

- 1) Remove sub floor ridges, bumps and all residual adhesives. Fill low spots, cracks, joints, holes, and other defects with sub floor filler.
- 2) Apply, trowel, and float filler to leave smooth, flat, hard surface when required to achieve a suitable base.

(REVISED PER ADDENDUM NO. 2)

- 3) Level floors with specified compound to one-quarter inch ($\frac{1}{4}$ ") per ten foot (10') length. Area requiring more leveling material than manufacturer's recommendations for patching compound thickness is to be brought to the attention of the AAR for approval or corrective action.
- 4) Patch all cracks and depressions with the specified compound as described in Section 3.2.b.7) - Patching and Leveling Compound. The Contractor shall not exceed manufacturer's recommendation for patch thickness. Large patch areas must be primed by the Contractor.
- 5) Clean floors surface of any debris resulting from preparation.

d. Planning and Layout:

All carpet repairs and replacements shall be made by Contractor as directed by the AAR. When required, seam layouts must be submitted by Contractor for approval prior to startup of the installation. In some instances, the Aviation Authority will provide seam layouts to the Contractor.

e. Installation:

- 1) Direct Glue - When specified, carpet shall be installed by the direct glue method using an adhesive from the list in Section 3.2.b.2) - Approved Adhesives above, and a trowel notching recommended by the carpet manufacturer or the adhesive supplier. A one hundred percent (100%) transfer of the adhesive onto the carpet backing, while maintaining full coverage of the floor, must be obtained by Contractor. All edges must be secured using an appropriate seam and edge sealer.
- 2) Stretch-In - When specified, carpet shall be installed by the stretch-in method over a separate cushion. The use of a power stretcher is mandatory. Seams shall be made using a premium quality hot melt tape, latex and pin tape, or by hand sewing. All edges must be secured using an appropriate seam adhesive (sealer).
- 3) Double Glue-Down - When specified, carpet shall be installed by the double glue-down method using appropriate cushion and adhesives.
- 4) Carpet Tiles - When specified, carpet tiles shall be installed in accordance with the manufacturer's recommendations. The tiles shall be secured to the sub-floor using a full spread of releasable adhesive application.
- 5) Pattern Match - Check pattern match of carpet prior to cutting to ensure that the repeat is within manufacturer's tolerance. Provide the AAR with an itemized list of roll numbers and pattern repeats for each roll. Align and install widths of carpet so that the best possible match is obtained. Patterns should form a straight line in the length, width and oblique directions.

- 6) Patching of carpet
 - a) Contractor shall provide devices and methods to protect adjacent finishes from damage.
 - b) Unless otherwise specified, all carpet patches shall be full width broadloom goods; however, the size of the patches is subject to advance approval by the AAR. Patch length shall be determined by matching exactly carpet pattern repeats.
- 7) Installing rubber/vinyl composition tiles - Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that are equal to less than one-half of a tile at perimeter.
- 8) Clean Up - Cleanup of the job site shall be the responsibility of the Contractor. All waste and debris shall be removed and disposed of offsite on a daily basis. All usable remnant material will be returned to the Aviation Authority for attic stock.

f. General Repairs:

The Contractor shall make the following repairs as requested by the AAR:

- 1) Re-stretching of loosened carpet.
- 2) Re-gluing of carpet.
- 3) Patching holes and miscellaneous repairs.
- 4) Replace cover base, brass strip, metal molding, resilient floor tiles and other miscellaneous materials.

g. Cleaning:

The Contractor shall perform the following services as necessary or as requested by the AAR:

- 1) Remove excess adhesive from floor, base, and wall surfaces without damage.
- 2) Clean and vacuum carpet surface and other items affected by work in area.

h. 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.

i. Additional Work:

Contractor shall be required to perform additional work if services are required beyond the other provisions of the Specification such as miscellaneous warehousing and receiving of carpet rolls, pattern repeats, roll sizing, and small carpet repairs.

j. Emergency Work:

a) Emergency Work shall refer to carpet repair and replacement required as a result of vandalism or damage caused by third parties. In the event that the damage or wear cannot clearly be attributed to vandalism or third-party causes, the AAR shall make the final determination.

b) Emergency Work shall also refer to storm damage directly caused by a hurricane, tropical storm or by a tornado that has been confirmed by the National Weather Service.

k. Disposal of Materials:

1) Contractor shall comply with all applicable federal, state and local laws, regulations, administrative rulings, orders, ordinances, and requirements, and the Aviation Authority Sustainability Management Plan, pertaining to the protection of the environment, including but not limited to those regulating the use, storage, handling and disposal of products required for the carpet, rubber, and vinyl flooring under the Contract, and other hazardous waste materials. Disposal records shall be provided to the Aviation Authority.

2) 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.

l. 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.

m. Safety and Protection:

- 1) 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 the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work site and other persons including, but not limited to, the general public who may be affected thereby.
- 2) The Contractor shall provide and use wooden barricades in restroom entrances and other areas as needed to facilitate working in these areas and to accomplish the work.
- 3) Work sites shall be cordoned utilizing the barricades addressed in Section 3.1.f.3) - Items Provided by Contractor.

3.4 Exhibits

Not Applicable.

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. 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, PUBLICRECORDS@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 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-

(REVISED PER ADDENDUM NO. 2)

federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

3) No Obligation by Federal Government.

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

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

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

5.0 CONTRACT

5.1. Contract Instructions

- a. The Aviation Authority shall notify the Bidder of the Aviation Authority's intent to make an award and the Bidder shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Bidder to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:
 - 1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
 - 2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.
 - 3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having 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 1st day of September, 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 **DESIGNERS WEST INTERIORS INC**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, performing replacement and repairs for existing woven and tufted broadloom carpet and the installation of new woven and tufted broadloom carpet, including carpet tiles, vinyl, and rubber flooring throughout the Orlando International Airport Terminal Complex and other Aviation Authority owned buildings. The Aviation Authority will provide all carpet, rubber, and vinyl flooring necessary for Contractor to perform the work. Contractor will provide all other necessary materials and supplies to complete the repair and replacement services. All work shall be performed in accordance with this Specification and appropriate manufacturers' instructions and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 02-22, Carpet, Vinyl And Rubber Flooring Repair And Replacement Services, at the Orlando International Airport and other Aviation Authority's owned buildings, 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**

(REVISED PER ADDENDUM NO. 2)

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

Phillip N Brown
Chief Executive Officer
Nov 22 2021 9:42 AM

By: Phillip N. Brown DocuSign

Its: _____

Date: _____

Attest:

Naia Musselwhite
Secretary

WITNESSED BY:

Alana Wright
Jeff Hester

Approved as to Form and Legality
this 15 day of November, 2021
Nelson Mullins Riley & Scarborough, LLP
By: Joe O'Macker
Greater Orlando Aviation Authority

"CONTRACTOR"

DESIGNERS WEST INTERIORS INC.

(Name of Contractor)

By: Justin and Lisa (Seal)
(Signature of Owner or General Partner)

Its: President
(Title)

Justin and Lisa
Name of Owner or General Partner Printed
or Typed

Date: 10/5/2021

Executed in 3 Counterparts

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

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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.

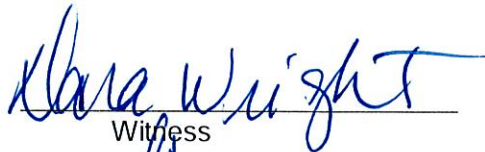
The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Aviation Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Aviation Authority 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.

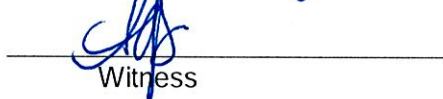
Any changes in or under the Contract Documents (which include, but are not limited to, the Specification and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligation under this Bond, and Surety hereby waives notice of any 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:

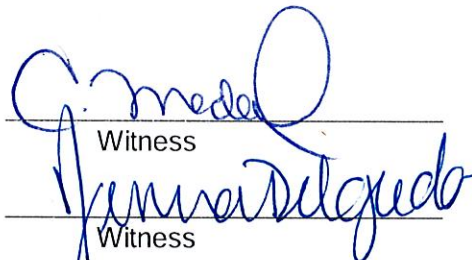


Witness

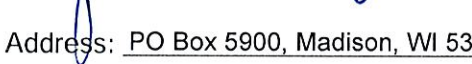


Witness

(Seal)



Witness



Witness

Designers West Interiors, Inc.
Principal (Name of Contractor)

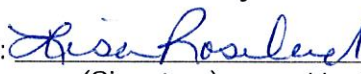
By: 

(Signature)

Its: President

(Title)

Platte River Insurance Company
Name of Surety

By: 

(Signature) Lisa Roseland*

Its: Attorney-In-Fact & FL Licensed Resident Agent

(Title) *Inquiries: 407-786-7770

Address: PO Box 5900, Madison, WI 53705-0900

Telephone No.: 608-829-4200

Fax No.: 800-798-2029

E-Mail Address: lisa@floridasuretybonds.com

Lisa Roseland

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

Justin M. Becker

Secretary

(Corporate Seal)

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

PR2712296

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- LISA ROSELAND; TERESA L DURHAM; KIM E NIV; JEFFREY W REICH; SARAH K. O'LINN; CHERYL FOLEY -----
----- SUSAN L REICH; GLORIA A RICHARDS; SONJA AMANDA FLOREE HARRIS; ROBERT P. O'LINN -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to 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 power 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 or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

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

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

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

RJ Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer
Suzanne M Broadbent
Suzanne M. Broadbent
Assistant Secretary



PLATTE RIVER INSURANCE COMPANY

John L. Sennott, Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele
David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this _____ day of _____, 20____



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **\$165,000.00**

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 02-22, Carpet, Vinyl And Rubber Flooring Repair And Replacement Services at Orlando International Airport and other Aviation Authority's owned buildings, 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, 02-22, Carpet, Vinyl And Rubber Flooring Repair And Replacement Services at Orlando International Airport and other Aviation Authority's owned buildings, 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 AUTHORITYY

By: _____

Title: _____

6.0 BID SUBMITTALS/ ATTACHMENTS

6.1 Bid Opening

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. Bids must be submitted no later than **11:00 a.m, Tuesday, August 24, 2021** in sealed envelopes bearing the words **"Purchasing Bid 02-22, Carpet, Vinyl And Rubber Flooring Repair And Replacement Services"** at Orlando International Airport and other Aviation Authority's owned buildings.
- 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.

- ☐ Bid Price Form - The Excel Bid Price Sheets must be completed electronically on the provided Excel spreadsheet, saved to the USB drive, and print out one original and one copy, to be turned in as a part of the Bid package.
- ☐ Attachment A - Bidder's Questionnaire. Bidder's Questionnaire includes the References' Form.
- ☐ Attachment B - Bidder's Certification Form.
- ☐ Attachment C - Addendum Receipt Verification Form. If an Addendum(s) is issued.
- ☐ Attachment D - Conflict of Interest Disclosure Form.
- ☐ Attachment E – Scrutinized Company Certification Form.
- ☐ Attachment F - MWBE/LDB/VBE Participation Forms.
- ☐ Attachment G -Bidder's W-9
- ☐ Attachment H - Certificate of Insurance
- ☐ Attachment I - Letter of Bondability.
- ☐ Attachment J - No Bid Response Form.

Attachment A - Bidder's Certification

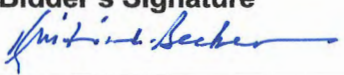
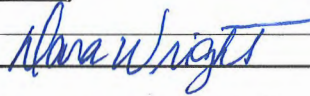
I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

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:
Designers West Interiors, Inc.	☒ physical presence or ☐ online notarization
Bidder's Signature 	this day of August 20 20 21
Print Name and Title Kristin Becker, Principal	by Kristin Becker who is
	☐ Personally Known; or ☐ Produced Identification. Type of identification produced:
Address: 5609 S. Orange Avenue, Orlando, FL 32809	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
	(STATE OF FLORIDA Seal
Date 8-20-21	COUNTY OF Orange)
Duns Number 80-181-7495	Notary Signature: 
Federal Tax Id Number 59-3127950	Notary Public, My Commission Expires
Email: kbecker.designerswest@gmail.com	 Printed, typed or stamped commissioned name of Notary Public

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

Attachment B – Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 02-22**

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, supplies, equipment, tools, transportation and all other items necessary or proper for, or incidental to, performing replacement and repairs for existing woven and tufted broadloom carpet and the installation of new woven and tufted broadloom carpet, including carpet tiles, vinyl, and rubber flooring throughout the Orlando International Airport Terminal Complex and other Aviation Authority's owned buildings. The Aviation Authority will provide all carpet, rubber, and vinyl flooring necessary for Contractor to perform the work. Contractor will provide all other necessary materials and supplies to complete the repair and replacement services. All work shall be performed in accordance with this Specification and appropriate manufacturers' instructions as described in the Contract Documents.

CARPET, VINYL AND RUBBER FLOORING REPAIR AND REPLACEMENT SERVICES

TOTAL THREE (3) YEAR BID PRICE:

One million one hundred fifty four thousand six hundred eighty five dollars \$ *1,154,685.00*

(Print Dollar Amount)

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

Authorized Signature: *Kristin Becker*

Name and Title (Typed or Printed): Kristin Becker, Principal

Date: 8-20-21

THREE YEAR CONTRACT FOR CARPET, VINYL AND RUBBER FLOORING REPAIR AND REPLACEMENT SERVICES

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

					Year One		Year Two		Year Three	
					PERIOD OF 12/01/2021 THRU 11/30/2022		PERIOD OF 12/01/2022 THRU 11/30/23		PERIOD OF 12/01/2023 THRU 11/30/2023	
ITEM	GOAA ITEM #	DESCRIPTION	UOM	ESTIMATED QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
CARPET, VINYL AND RUBBER FLOORING REPAIR/INSTALLATION										
1	S0000805	Direct Glue (New Carpet)	Sq. Yard	400	\$ 4.00	\$ 1,600.00	\$ 4.00	\$ 1,600.00	\$ 4.00	\$ 1,600.00
2	S0000806	Carpet Removal/Install New	Sq. Yard	25000	\$ 6.00	\$ 150,000.00	\$ 6.00	\$ 150,000.00	\$ 6.00	\$ 150,000.00
3	S0001362	Carpet Removal/Install New VCT	Sq. Yard	1000	\$ 7.00	\$ 7,000.00	\$ 7.00	\$ 7,000.00	\$ 7.00	\$ 7,000.00
4	S0003844	Carpet Removal/Carpet Tile	Sq. Yard	6000	\$ 5.50	\$ 33,000.00	\$ 5.50	\$ 33,000.00	\$ 5.50	\$ 33,000.00
5	S0000807	Services Stretch-In	Sq. Yard	750	\$ 4.50	\$ 3,375.00	\$ 4.50	\$ 3,375.00	\$ 4.50	\$ 3,375.00
6	S0000808	Carpet Tile Installation	Sq. Yard	2500	\$ 4.00	\$ 10,000.00	\$ 4.00	\$ 10,000.00	\$ 4.00	\$ 10,000.00
7	S0000809	VCT and Rubber Tile Replacement	Sq. Yard	1000	\$ 6.00	\$ 6,000.00	\$ 6.00	\$ 6,000.00	\$ 6.00	\$ 6,000.00
8	S0001202	Elevator Carpet Replacement	Each	29	\$ 150.00	\$ 4,350.00	\$ 150.00	\$ 4,350.00	\$ 150.00	\$ 4,350.00
9	S0001203	Elevator Rubber Flooring Replacement	Each	8	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00	\$ 150.00	\$ 1,200.00
10		Elevator Vinyl Tile Replacement	Each	25	\$ 150.00	\$ 3,750.00	\$ 150.00	\$ 3,750.00	\$ 150.00	\$ 3,750.00
11	S0002718	Cove Base Installation	Linear Feet	10200	\$ 0.60	\$ 6,120.00	\$ 0.60	\$ 6,120.00	\$ 0.60	\$ 6,120.00
CARPET, VINYL, AND RUBBER FLOORING MATERIALS										
1	S0000810	Floor Patch (20 lbs/100 Sq. Yards)	Pound	5000	\$ 1.20	\$ 6,000.00	\$ 1.20	\$ 6,000.00	\$ 1.20	\$ 6,000.00
2	S0000811	4" Cove Base	Linear Feet	5000	\$ 0.90	\$ 4,500.00	\$ 0.90	\$ 4,500.00	\$ 0.90	\$ 4,500.00
3	S0000812	6" Cove Base	Linear Feet	5000	\$ 1.35	\$ 6,750.00	\$ 1.35	\$ 6,750.00	\$ 1.35	\$ 6,750.00
4	S0000813	Brass Strip	Linear Feet	500	\$ 1.00	\$ 500.00	\$ 1.00	\$ 500.00	\$ 1.00	\$ 500.00
5	S0000814	Carpet Pad	Sq. Yard	1000	\$ 2.50	\$ 2,500.00	\$ 2.50	\$ 2,500.00	\$ 2.50	\$ 2,500.00
6	S0001497	Metal Molding (Aluminum) for Passenger Loading Bridges	Linear Feet	4000	\$ 1.00	\$ 4,000.00	\$ 1.00	\$ 4,000.00	\$ 1.00	\$ 4,000.00
7	S0002719	Carpet Binding	Linear Feet	2,000	\$ 0.50	\$ 1,000.00	\$ 0.50	\$ 1,000.00	\$ 0.50	\$ 1,000.00
ITEM	GOAA ITEM #	DESCRIPTION	UOM	QTY	HOURLY RATE	EXT. PRICE	HOURLY RATE	EXT. PRICE	HOURLY RATE	EXT. PRICE
ADDITIONAL WORK										
1	S0000800	Installer Labor	Hour	2000	\$ 35.00	\$ 70,000.00	\$ 35.00	\$ 70,000.00	\$ 35.00	\$ 70,000.00
2	S0000801	Helper labor	Hour	2000	\$ 30.00	\$ 60,000.00	\$ 30.00	\$ 60,000.00	\$ 30.00	\$ 60,000.00
EMERGENCY WORK										
1	S0000803	Emergency Installer, Labor	Hour	50	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00
2	S0000804	Emergency Helper, Labor	Hour	50	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00	\$ 30.00	\$ 1,500.00
SUB-TOTAL FOR EACH YEAR										
						\$ 384,895.00		\$ 384,895.00		\$ 384,895.00
GRAND TOTAL HERE AND ON SECTION FOUR – BID PRICE SCHEDULE PAGE. NOTE: The figure shown should match as the "Total Three (3) Year Bid Price."										\$ 1,154,685.00

The number of quantities of carpet, vinyl and rubber flooring repair/installation and materials and additional and emergency work hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of quantities of carpet, vinyl and rubber flooring repair/installation and materials and additional and emergency work hours per year to differ from the estimates. The Aviation Authority has no obligation to request any of quantities of carpet, vinyl and rubber flooring repair/installation and materials and additional and emergency work hours per year or to require the use of any particular quantity of quantities of carpet, vinyl and rubber flooring repair/installation and materials and additional and emergency work hours per year. 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 Aviation Authority only to pay the unit prices and hourly rate provided in the successful Bidder's Bid for the services and materials actually requested by the Aviation Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Bid should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services.

THREE YEAR CONTRACT FOR CARPET, VINYL AND RUBBER FLOORING REPAIR AND REPLACEMENT SERVICES

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

ITEM	GOAA ITEM #	DESCRIPTION	UOM	ESTIMATED QTY	Year One		Year Two		Year Three	
					PERIOD OF 12/01/2021 THRU 11/30/2022		PERIOD OF 12/01/2022 THRU 11/30/23		PERIOD OF 12/01/2023 THRU 11/30/2023	
					UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
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: Designers West Interiors Inc. Authorized Signature:  Printed Name/Title: Kristin Becker, Principal Date: 8-20-21										

Attachment C - 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	Designers West Interiors Inc.
Contact Individual	Kristin Becker
Contact Address	5609 S. Orange Avenue
City, State, Zip	Orlando, FL 32809
Telephone Number	407-601-3433
Email Address	kbecker.designerswest@gmail.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.

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

3. EXPERIENCE

- a. Years in business: 30
- b. Years in business under this name: 30
- c. Years performing this type of work: 30

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

- a. Provide the Resume of the Contract **On-Site Supervisor/Installer**.
- b. **A written statement of affirmation stating that the proposed Contract On-Site Supervisor/Installer and the crew according to Section 3.1.a.2) - Contractor's Organizational Structure will be exclusive to this Contract.**

5. **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: Orlando International Airport
Date of Services: 2016-2021
Description of Services:
Installation of custom woven Axminster carpet, LVT, rubber flooring, vinyl composition tile, broadloom and modular carpet tile
Street Address: 1 Jeff Fuqua Blvd
City, State, ZIP Code: Orlando, FL 32827
Telephone #407-825-2158
Contact Person: Daisily Pagan, Manager of Interiors
Email: dpagan@goaa.org

Ref # 2. Customer/Client: Orlando Sanford International Airport
Date of Services: 2018-2021
Description of Services:
Installation of new modular flooring, rubber tile and porcelain tile throughout the terminal and new expansion.
Street Address: 1200 Red Cleveland Blvd
City, State, ZIP Code: Sanford, FL 32773
Telephone #813-298-2124
Contact Person: Mr. Luke Frey, Senior Project Manager
Email: lfrey@walbridge.com

Ref #3. Customer/Client: Orlando International Airport
Date of Services: 2018-2021
Description of Services:
BP-488, BP491 installation of extensive LVT flooring in west checkpoint, modular carpet in TSA relocation and woven carpet in traveling areas
Street Address: 1 Jeff Fuqua Blvd
City, State, ZIP Code: Orlando, FL 32827
Telephone #407-849-1212
Contact Person: Colleen Geving
Email: cgeving@hwdavis.com

Ref #4. Customer/Client: Hyatt Regency Hotel
Date of Services: 2017-2020
Description of Services:
Installation of custom Axminster carpet for lobby, corridors, pre-function spaces, and ballroom conference areas wing US AX and Tai Ping
Street Address: 9300 Airport Blvd.
City, State, ZIP Code: Orlando, FL 32827
Telephone #407-825-1299
Contact Person: RRamona M. Lalla, Director
Email: ramona.lalla@hyatt.com

Ref # 5 Customer/Client: Orlando International Airport APM/ITF
Date of Services: 2018-2021
Description of Services:
Installation of interior finishes including carpet, LVT, and tile flooring throughout the Automated People Mover and Intermodal Transportation Facility
Street Address: 1 Jeff Fuqua Blvd
City, State, ZIP Code: Orlando, FL 32827
Telephone # 813-344-2549
Contact Person: Drew Krizman Senior Project Manager Hensel Phelps
Email: dkrizman@henselphelps.com

Ref # 6 Customer/Client: Orlando International Airport South Terminal C
Date of Services: 2018-2021
Description of Services:
Installation of 20,000 SY custom carpet, static dissipative tile, and LVT flooring throughout new terminal
Street Address: 1 Jeff Fuqua Blvd
City, State, ZIP Code: Orlando, FL 32827
Telephone # 703-256-6056
Contact Person: Matt Krstolic Senior Project Manager
Email: mkrstolic@henselphelps.com

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

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

2021 EXPIRES 9/30/2022 3100-0528162
3100 WAREHOUSE/STORAGE \$30.00 9 EMPLOYEES 3027 INTERIOR DESIGNER \$30.00

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00

BECKER KRISTIN PRESIDENT

DESIGNERS WEST INTERIORS INC
ORLANDO FL 32859-3105

5609 S. Orange Avenue
Orlando, FL 32809

PAID: \$60.00 0099-00994862 7/12/2021

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.

2021 EXPIRES 9/30/2022 3100-0528162
3100 WAREHOUSE/STORAGE \$30.00 9 EMPLOYEES 3027 INTERIOR DESIGNER \$30.00

TOTAL TAX \$60.00
PREVIOUSLY PAID \$60.00
TOTAL DUE \$0.00



BECKER KRISTIN PRESIDENT

DESIGNERS WEST INTERIORS INC
ORLANDO FL 32859-3105

5609 S. Orange Avenue
Orlando, FL 32809

PAID: \$60.00 0099-00994862 7/12/2021

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.

Resume for Kristin L. Becker
Contract Supervisor for Orlando International Airport
Designers West Interiors Inc.

Kristin Becker, principal of Designers West will be the contract manager for the Orlando International Airport carpet, vinyl and rubber flooring replacement contract.

Kristin has served as project manager for a wide range of projects including renovation of airside 1 and 3 in 2013, airside 2 and 4 food courts including Cask and Larder, Burger King and HMS host market on airside 4. Hospitality projects include overseeing installation of custom woven carpet throughout convention space, prefunction areas, lobby and renovation of the Hemisphere restaurant at Hyatt Regency, Orlando International Airport.

As contract manager Kristin will oversee and coordinate all installation teams to cover short and long term projects as well as emergency repairs.

The team that has been in place will continue to be the same team moving forward with Designers West.

Designers West contract supervisor, installers, and helpers will be exclusive to this contract for Orlando International Airport.

Resume for Rodney Hodges and Mickey Hullinger
On Site Supervisors/installers Orlando International Airport
Designers West Interiors Inc.

Rodney Hodges and Mickey Hullinger have worked at the Orlando International Airport for the past twenty five years as project managers for Designers West.

During that time they have managed and installed large installations of custom woven Axminster carpet, broadloom, and modular carpet tile installation projects.

In addition they have extensive experience in LVT flooring, rubber tile, vinyl composition tile and terrazzo tile. This team will provide full time on site project management and quality control for all GOAA projects during the term of this contract.

A list of complete projects is included in Attachment C section 5.

Recent projects include completion of all flooring at the Automated People Mover (APM) and Intermodal Transportation Facility (ITF) at Orlando International Airport.

Current projects include installation of 28,000 SY custom carpet and 32,000 SF of LVT flooring at the new Orlando International Airport Terminal C project scheduled to open in 2022.

Member of the installation team for OIA is as follows:

Rodney Hodges

Mickey Hullinger

Robert Sheehan

Carl Sandy Fetting

Stephen Vladyka

Anthony Sabba

Roy Vanderpool

All of the above have over ten years experience in the flooring industry with hands on experience in woven carpet, tile, rubber flooring and wood.

Attachment D - 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>August 2, 2021</u>
Addendum No. <u>2</u>	Dated <u>August 10, 2021</u>
Addendum No. <u>3</u>	Dated <u>August 17, 2021</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Designers West Interiors Inc.

Company



Signature

Kristin Becker

Print Name

Principal

Title

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

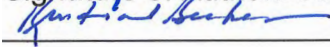
Acknowledged by:

Kristin Becker

Firm Name:

Designers West Interiors Inc.

Signature of Authorized Representative:



Name and Title (Print or Type):

Kristin Becker, Principal

Date:

8-20-21

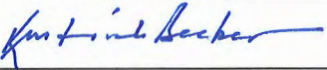
Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Kristin Becker

By: 
(Authorized Signature)

Title: Principal

Date: 8-20-21

Attachment G – MWBE/LDB Forms

Not Applicable.

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. DESIGNERS WEST INTERIORS, INC.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 5609 SOUTH ORANGE AVENUE	Requester's name and address (optional)	
6 City, state, and ZIP code ORLANDO, FL 32809		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
- -	
or	
Employer identification number	
59 - 31 27 95 0	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

Kristin Bertram

Date ► **6-15-2021**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2021

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 Insurance by Ken Brown, Inc. 707 Pennsylvania Ave Ste 1300 Altamonte Springs FL 32701	CONTACT NAME: PHONE (A/C, No, Ext): 321-397-3870 FAX (A/C, No): 321-397-3888 E-MAIL ADDRESS: certificates@insbykenbrown.com														
INSURED Designers West Interiors Inc. PO Box 593105 Orlando FL 32859	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Amerisure Mutual Insurance Company</td> <td style="text-align: center;">23396</td> </tr> <tr> <td>INSURER B : Amerisure Insurance Company</td> <td style="text-align: center;">19488</td> </tr> <tr> <td>INSURER C : Westchester Surplus Lines Insurance Company</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Amerisure Mutual Insurance Company	23396	INSURER B : Amerisure Insurance Company	19488	INSURER C : Westchester Surplus Lines Insurance Company	10172	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Westchester Surplus Lines Insurance Company	10172														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 2146582402

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 ☒ PRO-JECT ☐ LOC OTHER:	Y		CPP20822770902	4/10/2021	4/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y		CA20822790901	4/10/2021	4/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CU20822800902	4/10/2021	4/10/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC208227809	4/10/2021	4/10/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLL LIAB.			G28169474006	9/28/2021	9/28/2022	2,000,000 1,000,000 AGGREGATE EACH INCIDENT

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

Project: Carpet, Vinyl & Rubber Flooring Repair & replacement services

Project # 02-22

Greater Orlando Aviation Authority are additional insured with respect to General Liability and Automobile Liability as required per written contract.

CERTIFICATE HOLDER
CANCELLATION

 Greater Orlando Aviation Authority
 Orlando International Airport
 One Airport Blvd
 Orlando FL 32827

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

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

The premium for this endorsement is \$_____

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph A.2. is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
 - (1) Coverage under this provision is afforded only until the end of the policy period;
 - (2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and
 - (3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.
- e. Any "employee" of yours using:
 - (1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
 - (2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.
- f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

 - (1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
 - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
 - (b) The "auto" is leased without a driver; and
 - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

- A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

- B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, paragraph b. Loss of Use Expenses is deleted and replaced with the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

- C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- (a) The amount paid under the Physical Damage Coverage Section of the policy; and

- (b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 3. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SCHEDULE

Description of Covered "Auto":

Limit of Insurance
\$500

Deductible
\$250

A. Coverage

1. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit that is permanently installed in the covered "auto" at the time of "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay, with respect to a covered "auto" described in the above Schedule, for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above. However, this does not include tapes, records or discs.

B. Exclusions

For purposes of this provision 14, the exclusions that apply to Physical Damage Coverage, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.
3. A device designed or used to detect speed measuring equipment such as radar or laser detectors or a jamming apparatus intended to elude or disrupt speed measurement equipment, whether permanently installed or temporarily mounted in or on the covered "auto".

C. Limit of Insurance

With respect to coverage under provision 14. of this endorsement, the Limit of Insurance provision of Physical Damage Coverage is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment, as described in paragraph A. above, as a result of any one "accident", is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
 - c. The amount shown in the Schedule.

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2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning.
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, is the result of a "loss" to the covered "auto" under this Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, as described in paragraph A. above, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule of this endorsement.
4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

E. When This Provision Becomes Void

This provision, **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**, is void if CA 99 60, Audio, Visual And Data Electronic Equipment Coverage, is attached to the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number CPP20822770902	Agency Number 0845060	Policy Effective Date 04/10/2021
Policy Expiration Date 04/10/2022	Date 03/05/2021	Account Number 20005835
Named Insured DESIGNERS WEST INTERIORS INC	Agency INSURANCE BY KEN BROWN INC	Issuing Company AMERISURE INSURANCE CO

1. **a. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
 - b.** The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
 - c.** If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a.** That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of “your work” out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or “your work” coverage; and
 - (b) This coverage part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

b. If the written contract, written agreement, or certificate of insurance:

- (1) Requires “arising out of” language; or
- (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase “caused, in whole or in part, by” in paragraph **2.a.** above is replaced by “arising out of”.

c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:

- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
- (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
- (3) Both those endorsements with either of those edition dates; or
- (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d.** Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e.** Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f.** The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:

(1) The preparing, approving, or failing to prepare or approve:

- (a) Maps;
- (b) Drawings;
- (c) Opinions;
- (d) Reports;
- (e) Surveys;
- (f) Change orders;
- (g) Design specifications; and

(2) Supervisory, inspection, or engineering services.

- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:

4. Other Insurance.

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- a. Primary;
- b. Excess;
- c. Contingent; or
- d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

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- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.

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.



FLORIDA SURETY BONDS, INC.

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

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

www.FloridaSuretyBonds.com

August 16, 2021

Greater Orlando Aviation Authority
Fatima F. Calkins
CPPO CPPB Senior Purchasing Agent
Orlando International Airport

RE: Designers West Interiors, Inc.

Project: IFB 02-22 Carpet, Vinyl & Rubber Flooring Repair & Replacement Services

Estimate: \$165,000.00

To Whom It May Concern,

We are the surety agents for Designers West Interiors, Inc.. Bonds are currently written through Platte River Insurance Company, which is Best Rated "A, IX" and has a Treasury Listing of \$5,346,000.

We would be more than willing to provide the necessary performance and payment bonds for our contractor for the above referenced project on GOAA bond forms; however, it must be understood that our ability to provide any surety credit is based upon normal and standard underwriting criteria at the time of their request.

Please do not hesitate to contact this office if you have any questions at all.

Sincerely,

Kim E. Niv
Vice President/Principal

Attachment K – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, **Purchasing Bid No 02-22, Carpet, Vinyl And Rubber Flooring Repair And Replacement Services**, at the Orlando International Airport and other Aviation Authority's owned buildings opening at **11:00 a.m. EST, August 24, 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