

GOAA DATE: February 16, 2022
ITEM NO: 11
DOCUMENTARY #: 101308



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 19-22

VEHICLE TOWING AND STORAGE SERVICES

**ORLANDO INTERNATIONAL AIRPORT
AND
ORLANDO EXECUTIVE AIRPORT**

ORLANDO, FLORIDA

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GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 19-22
VEHICLE TOWING AND STORAGE SERVICES
ORLANDO, FLORIDA

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5.2. Contract

This Agreement/Contract is made and entered into effective as of the 1st day of April, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and Able Towing and Roadside, LLC, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, materials, signage, equipment, facilities, tools and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing Bid 19-22, Vehicle Towing and Storage Services, at the Orlando International Airport**, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Official Seal



Anna Farmer
May 25 2022 3:43 PM

DocuSign

By:

Kevin Thibault
Chief Executive Officer
May 25 2022 3:29 PM

DocuSign

Its:

Date:

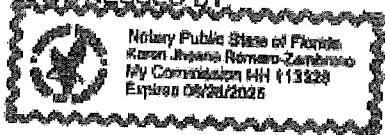
Attest:

Anna Farmer
Assistant Secretary
May 25 2022 3:43 PM

DocuSign

Secretary

WITNESSED BY:



(Seal)

Karen Joana Romero-Zambrano

"CONTRACTOR"

Able Towing & Roadside LLC
(Name of Contractor)

By:

(Signature of Owner or General Partner)

Its: Owner

(Title)

Mohamed Abarah

Name of Owner or General Partner Printed or Typed

Date: 3/16/2022

Subscribed and sworn before me, this 16th day of March, 2022, a Notary Public in and for Orange County, State of Florida.

Karen Joana Romero-Zambrano

(Signature)

NOTARY PUBLIC

My Commission expires 06/26, 2025

Approved as to Form and Legality

this 16 day of May, 2022

Nelson Mullins Riley & Scarborough, LLP

By: [Signature]
Greater Orlando Aviation Authority

Executed in 3 Counterparts

Performance Bond No.: CIC1818445

Performance Bond Expiration Date: April 1, 2025

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that Able Towing & Roadside LLC, 9112 Boyce Avenue, Orlando, FL 32824, 407-491-1835, hereinafter called **Principal**, and Capitol Indemnity Corporation, PO Box 5900, Madison, WI 53705-0900, 608-829-4200, a corporation organized under the laws of the State of Wisconsin and licensed to do business in the State of Florida, hereinafter called **Surety**, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called **Aviation Authority**, in the Penal Sum of **Two Hundred Thousand Dollars (\$200,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for **Purchasing Bid 19-22, Vehicle Towing and Storage Services at Orlando International Airport**, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 16th day of March, 2022, 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:

[Signature]
Witness
[Signature]
Witness
(Seal)

Able Towing & Roanside LLC
Principal (Name of Contractor)

By: [Signature]
(Signature)
Its: Owner
(Title)

[Signature]
Witness
[Signature]
Witness

Capitol Indemnity Corporation
Name of Surety

By: [Signature] Teresa L. Durham
(Signature)
Its: Attorney-in-Fact
(Title) Inquiries: 800-798-7720

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

Telephone No.: 608-829-4200

Fax No.: 800-798-2029

E-Mail Address: jboone@capspecialty.com

[Signature]
(Countersignature by
Florida Licensed Agent) Teresa L. Durham, Florida Licensed Resident 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.

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1916443

Send Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint:

LISA ROSELAND; TERESA L. DURHAM; KIM E HIV; JEFFREY W REICHI; SARAH E. O'LENN; CHERYL POLEY
SUSAN L REICHI; GLORIA A RICHARDS; SONJA AMANDA FLOREE HARIUS; ROBERT P. O'LENN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver in 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 its entire order and by the majority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 13th day of May, 2020.

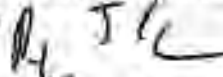
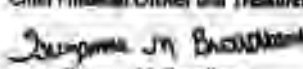
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to execute by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointed to have the powers and duties usual to such officers to the business of this company; the signatures of such officers and seal of the Company may be affixed to any such power of attorney as to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures as 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 in 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 contracts for the release of material percentages and/or final estimates on engineering and construction contracts entered by the State of Florida Department of Transportation. It is fully understood that concerning to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not release 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.

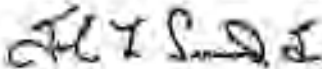
IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer authorized and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:


Ryan J. Dymek
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadben
Assistant Secretary



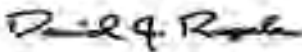
CAPITOL INDEMNITY CORPORATION


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

STATE OF WISCONSIN } S.S.
COUNTY OF DANE

On the 1st day of January, 2020 before me personally came John L. Bennett, 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 CAPITOL INDEMNITY CORPORATION, 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 corporation's 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.





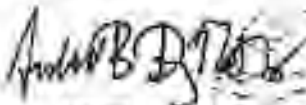
David J. Rogals
Notary Public, Dane Co., WI
My Commission Expires

STATE OF WISCONSIN } S.S.
COUNTY OF DANE

I, the undersigned, duly elected to the office noted below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin 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. Dymek
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHORITY OF THIS DOCUMENT CALL: 800-475-4450.

CIC-CDAMH@WISCONSIN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 IGEE, Inc. 820 W. Lake Mary BLVD Suite 202 Sanford FL 32746		CONTACT NAME: Erlic Reyes PHONE (A/C, No, Ext): 407-574-3886 E-MAIL ADDRESS: erlic@igeeinsurance.com FAX (A/C, No): 407-574-5902	
INSURED Able Towing & Roadside LLC DBA: ASP Towing 250 Thorpe Rd Orlando FL 32824		INSURER(S) AFFORDING COVERAGE INSURER A: PROGRESSIVE EXPRESS INS CO INSURER B: Granada Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10193 16870	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		02258724-1	6/19/2021	6/19/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	Y		02258724-1	6/19/2021	6/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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	N / A	0185FL06148588	4/4/2022	4/4/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 E.L. DISEASE - POLICY LIMIT \$ 500000
A	Cargo			02258724-1	6/19/2021	6/19/2022	Limit: \$100,000, Deductible: \$1,000
A	Garage Liability			02258724-1	6/19/2021	6/19/2022	1,000,000

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

Aviation Authority and 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.

CERTIFICATE HOLDER

CANCELLATION

Greater Orlando Aviation Authority Purchasing Department 8652 Casa Verde Rd 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 
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**GREATER ORLANDO AVIATION AUTHORITY
19-22, VEHICLE TOWING AND STORAGE SERVICES
BID PRICE SHEET**

YEAR 1				
ITEM #	TYPE OF SERVICE	UNIT PRICE (\$)	ESTIMATED ANNUAL QUANTITY	TOTAL
TOWING SERVICES (Non-Standby)				
A	Relocation/Towing to Authority Impound Lot ~~(Public Charge)~~	\$50.00 per Tow	10	\$500.00
B	Towing to Contractor's Storage Facilities ~~(Public Charge)~~	\$100.00 per Tow	100	\$10,000.00
C	Relocation/Towing to/Within Authority Property ~~(OIA-Authority Charge)~~	\$50.00 per Tow	50	\$2,500.00
D	Relocation/Towing to Contractor's Storage Facilities ~~(OIA-Authority Charge)~~	\$50.00 per Tow	10	\$500.00
STANDBY SERVICES (Wrecker Stationed on Authority Property)				
E	Hourly Rate	\$23.00 per hour	9,000	\$207,000.00
	Rate for Towing in connection with Standby Service for:			
F	Relocation/Towing to/Within Authority Impound Lot ~~(OIA-Authority Charge)~~	\$50.00 per Tow	350	\$17,500.00
G	Drop Fee ~~(Public Charge)~~	\$25.00 per Drop	150	\$3,750.00
ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):				
H	Relocation/Towing to Contractor's Storage ~~(Public Charge)~~	\$100.00 per Tow	3	\$300.00
I	Relocation/Towing to/Within Authority Property ~~(OEA-Authority Charge)~~	\$50.00 per Tow	3	\$150.00
ADDITIONAL SERVICES				
J	Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes	\$0.00 per Vehicle	15	\$0.00
K	Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA	\$300.00 per Vehicle	10	\$3,000.00
TOTAL YEAR ONE (1) BID PRICE (SUM OF ITEM A THROUGH K)				\$245,200.00

Each Bidder is to provide below (do not include in the Total Year 1 Bid Price) its Daily Storage Fee (in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours), its Drop Fee and its Tow Out Fee charged to the vehicle owner:

- A. Daily Storage Fee \$ 20.00 per day (not to exceed \$20.00 per day)
 B. Drop Fee \$ 25.00 (not to exceed 50% of applicable towing fee)
 C. Tow Out Fee \$ 50.00 (not to exceed \$50.00)

Note:

- A. Daily Storage Fees must be in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours.
- B. The Drop Fee is the fee that is charged to the Aviation Authority or vehicle owner while performing standby towing services for the Authority.
- C. A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's lot to a curb outside the lot and allow the third party or private individual to pick up the vehicle.
- D. The annual quantities and number of hours have been estimated for the purpose of soliciting and evaluating competitive Bids. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities and number of hours to differ from the estimates. The Authority has no obligation to request any quantity or number of hours or to require the use of any particular quantity or number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Prices (Items, A to D and F to I) and Hourly Rate (Item E) provided in the successful Bidder's Bid for each service actually requested by the Authority and provided by the Contractor. The Bidders are cautioned not to add any qualification, explanation, or alternative pricing to any of the Unit Prices or Hourly Rate listed herein.

Michael Smith 12/6/21

**GREATER ORLANDO AVIATION AUTHORITY
19-22, VEHICLE TOWING AND STORAGE SERVICES
BID PRICE SHEET**

YEAR 2					
ITEM #	TYPE OF SERVICE	UNIT PRICE (\$)		ESTIMATED ANNUAL QUANTITY	TOTAL
TOWING SERVICES (Non-Standby)					
A	Relocation/Towing to Authority Impound Lot <u>(Public Charge)</u>	\$50.00	per Tow	10	\$500.00
B	Towing to Contractor's Storage Facilities <u>(Public Charge)</u>	\$100.00	per Tow	100	\$10,000.00
C	Relocation/Towing to/Within Authority Property <u>(OIA-Authority Charge)</u>	\$50.00	per Tow	50	\$2,500.00
D	Relocation/Towing to Contractor's Storage Facilities <u>(OIA-Authority Charge)</u>	\$50.00	per Tow	10	\$500.00
STANDBY SERVICES (Wrecker Stationed on Authority Property)					
E	Hourly Rate	\$24.00	per hour	9,000	\$216,000.00
	Rate for Towing in connection with Standby Service for:				
F	Relocation/Towing to/Within Authority Impound Lot <u>(OIA-Authority Charge)</u>	\$50.00	per Tow	350	\$17,500.00
G	Drop Fee <u>(Public Charge)</u>	\$25.00	per Drop	150	\$3,750.00
ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):					
H	Relocation/Towing to Contractor's Storage <u>(Public Charge)</u>	\$100.00	per Tow	3	\$300.00
I	Relocation/Towing to/Within Authority Property <u>(OEA-Authority Charge)</u>	\$50.00	per Tow	3	\$150.00
ADDITIONAL SERVICES					
J	Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes	\$0.00	per Vehicle	15	\$0.00
K	Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA	\$300.00	per Vehicle	10	\$3,000.00
		TOTAL YEAR TWO (2) BID PRICE (SUM OF ITEM A THROUGH K)			\$254,200.00

Each Bidder is to provide below (do not include in the Total Year 1 Bid Price) its Daily Storage Fee (in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours), its Drop Fee and its Tow Out Fee charged to the vehicle owner:

- A. Daily Storage Fee \$ 20.00 per day (not to exceed \$20.00 per day)
 B. Drop Fee \$ 25.00 (not to exceed 50% of applicable towing fee)
 C. Tow Out Fee \$ 50.00 (not to exceed \$50.00)

Note:

A. Daily Storage Fees must be in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours.

B. The Drop Fee is the fee that is charged to the Aviation Authority or vehicle owner while performing standby towing services for the Authority.

C. A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's lot to a curb outside the lot and allow the third party or private individual to pick up the vehicle.

D. The annual quantities and number of hours have been estimated for the purpose of soliciting and evaluating competitive Bids. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities and number of hours to differ from the estimates. The Authority has no obligation to request any quantity or number of hours or to require the use of any particular quantity or number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Prices (Items, A to D and F to L) and Hourly Rate (Item E) provided in the successful Bidder's Bid for each service actually requested by the Authority and provided by the Contractor. The Bidders are cautioned not to add any qualification, explanation, or alternative pricing to any of the Unit Prices or Hourly Rate listed herein.

Michael Smith 12/6/21

VEHICLE TOWING AND STORAGE SERVICES
GREATER ORLANDO AVIATION AUTHORITY
 19-22, VEHICLE TOWING AND STORAGE SERVICES
 BID PRICE SHEET

YEAR 3

ITEM #	TYPE OF SERVICE	UNIT PRICE (\$)	ESTIMATED ANNUAL QUANTITY	TOTAL
TOWING SERVICES (Non-Standby)				
A	Relocation/Towing to Authority Impound Lot <u>(Public Charge)</u>	\$50.00 per Tow	10	\$500.00
B	Towing to Contractor's Storage Facilities <u>(Public Charge)</u>	\$100.00 per Tow	100	\$10,000.00
C	Relocation/Towing to/Within Authority Property <u>(OIA-Authority Charge)</u>	\$50.00 per Tow	50	\$2,500.00
D	Relocation/Towing to Contractor's Storage Facilities <u>(OIA-Authority Charge)</u>	\$50.00 per Tow	10	\$500.00
STANDBY SERVICES (Wrecker Stationed on Authority Property)				
E	Hourly Rate	\$35.00 per hour	9,000	\$315,000.00
	Rate for Towing in connection with Standby Service for:			
F	Relocation/Towing to/Within Authority Impound Lot <u>(OIA-Authority Charge)</u>	\$50.00 per Tow	350	\$17,500.00
G	Drop Fee <u>(Public Charge)</u>	\$25.00 per Drop	150	\$3,750.00
ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):				
H	Relocation/Towing to Contractor's Storage <u>(Public Charge)</u>	\$100.00 per Tow	3	\$300.00
I	Relocation/Towing to/Within Authority Property <u>(OEA-Authority Charge)</u>	\$50.00 per Tow	3	\$150.00
ADDITIONAL SERVICES				
J	Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes	\$0.00 per Vehicle	15	\$0.00
K	Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA	\$300.00 per Vehicle	10	\$3,000.00
TOTAL YEAR THREE (3) BID PRICE OF ITEM A THROUGH K) (SUM				\$353,200.00

Each Bidder is to provide below (do not include in the Total Year 1 Bid Price) its Daily Storage Fee (in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours), its Drop Fee and its Tow Out Fee charged to the vehicle owner:

- A. Daily Storage Fee \$ 20.00 per day (not to exceed \$20.00 per day)
 B. Drop Fee \$ 25.00 (not to exceed 50% of applicable towing fee)
 C. Tow Out Fee \$ 50.00 (not to exceed \$50.00)

NOTE:

- A. Daily Storage Fees must be in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours.
- B. The Drop Fee is the fee that is charged to the Aviation Authority or vehicle owner while performing standby towing services for the Authority.
- C. A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's lot to a curb outside the lot and allow the third party or private individual to pick up the vehicle.
- D. The annual quantities and number of hours have been estimated for the purpose of soliciting and evaluating competitive Bids. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities and number of hours to differ from the estimates. The Authority has no obligation to request any quantity or number of hours or to require the use of any particular quantity or number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Prices (Items, A to D and F to L) and Hourly Rate (Item E) provided in the successful Bidder's Bid for each service actually requested by the Authority and provided by the Contractor. The Bidders are cautioned not to add any qualification, explanation, or alternative pricing to any of the Unit Prices or Hourly Rate listed herein.

Michael Chinit 12/6/21

GREATER ORLANDO AVIATION AUTHORITY
19-22, VEHICLE TOWING AND STORAGE SERVICES

BID PRICE SUMMARY SHEET

BASE YEAR BID PRICES	TOTAL
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TOTAL YEAR <u>1</u> BID PRICE	\$ <u>245,200.00</u>
TOTAL YEAR <u>2</u> BID PRICE	\$ <u>254,200.00</u>
TOTAL YEAR <u>3</u> BID PRICE	\$ <u>353,200.00</u>
TOTAL THREE (3) YEAR BID PRICE	\$ <u>852,600.00</u>

Michael Davis 12/6/21

6.0 BID SUBMITTALS/ ATTACHMENTS

6.1 Bid Opening

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids** must be submitted no later than **3:00 p.m. EST, Wednesday, December 08, 2021** in sealed envelopes bearing the words "Purchasing Bid 19-22 , Vehicle Towing and Storage Services, at the Orlando International Airport."
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:

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

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

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

6.2 Delivery of Bid

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

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

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

6.3 Bid Submittals

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

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

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

Attachment A - Bidder,s Certification

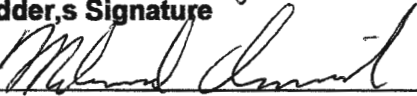
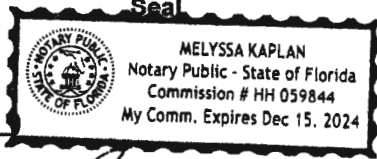
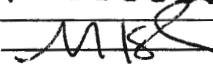
I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

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

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

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

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

Company	Sworn to and subscribed before me by means of:
Able Towing & Roadside LLC	☒ physical presence or ☐ online notarization
Bidder,s Signature 	this day of <u>December 8th</u> <u>20 21</u>
Print Name and Title Mohamad Aburish Owner	by <u>Mohamad Aburish</u> who is
	☐ Personally Known; or ☒ Produced Identification. Type of identification produced: <u>FL DL</u>
Address:	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05]
9343 Southern Breeze Dr. Orlando, FL 32836	(STATE OF FLORIDA
Date <u>12/8/2021</u>	Seal 
Duns Number	COUNTY OF <u>Orange</u>
	Notary Signature: 
Federal Tax Id Number <u>82-4851819</u>	Notary Public My Commission Expires: <u>Dec. 15th 2024</u>
Email: <u>abletowingFL@gmail.com</u>	<u>Melyssa Kaplan</u> Printed, typed or stamped commissioned name of Notary Public

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

Attachment B - Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 19-22**

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, materials, signage, equipment, facilities, tools and all other items necessary or proper for, or incidental to, performing Vehicle Towing and Storage Services described in the Contract Documents.

19-22, Vehicle Towing and Storage Services

TOTAL THREE (3) YEAR BID PRICE:

Eight hundred Fifty-two thousand and six hundred dollars \$ 852,600.00
(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: Mohamad Abarish

Name and Title (Typed or Printed): Mohamad Abarish

Date: 12/6/21

**GREATER ORLANDO AVIATION AUTHORITY
19-22, VEHICLE TOWING AND STORAGE SERVICES
BID PRICE SHEET**

YEAR 1				
ITEM #	TYPE OF SERVICE	UNIT PRICE (\$)	ESTIMATED ANNUAL QUANTITY	TOTAL
TOWING SERVICES (Non-Standby)				
A	Relocation/Towing to Authority Impound Lot ~~(Public Charge)~~	\$50.00 per Tow	10	\$500.00
B	Towing to Contractor's Storage Facilities ~~(Public Charge)~~	\$100.00 per Tow	100	\$10,000.00
C	Relocation/Towing to/Within Authority Property ~~(OIA-Authority Charge)~~	\$50.00 per Tow	50	\$2,500.00
D	Relocation/Towing to Contractor's Storage Facilities ~~(OIA-Authority Charge)~~	\$50.00 per Tow	10	\$500.00
STANDBY SERVICES (Wrecker Stationed on Authority Property)				
E	Hourly Rate	\$23.00 per hour	9,000	\$207,000.00
	Rate for Towing in connection with Standby Service for:			
F	Relocation/Towing to/Within Authority Impound Lot ~~(OIA-Authority Charge)~~	\$50.00 per Tow	350	\$17,500.00
G	Drop Fee ~~(Public Charge)~~	\$25.00 per Drop	150	\$3,750.00
ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):				
H	Relocation/Towing to Contractor's Storage ~~(Public Charge)~~	\$100.00 per Tow	3	\$300.00
I	Relocation/Towing to/Within Authority Property ~~(OEA-Authority Charge)~~	\$50.00 per Tow	3	\$150.00
ADDITIONAL SERVICES				
J	Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes	\$0.00 per Vehicle	15	\$0.00
K	Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA	\$300.00 per Vehicle	10	\$3,000.00
TOTAL YEAR ONE (1) BID PRICE (SUM OF ITEM A THROUGH K)				\$245,200.00

Each Bidder is to provide below (do not include in the Total Year 1 Bid Price) its Daily Storage Fee (in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours), its Drop Fee and its Tow Out Fee charged to the vehicle owner:

- A. Daily Storage Fee \$ 20.00 per day (not to exceed \$20.00 per day)
 B. Drop Fee \$ 25.00 (not to exceed 50% of applicable towing fee)
 C. Tow Out Fee \$ 50.00 (not to exceed \$50.00)

Note:

- A. Daily Storage Fees must be in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours.
- B. The Drop Fee is the fee that is charged to the Aviation Authority or vehicle owner while performing standby towing services for the Authority.
- C. A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's lot to a curb outside the lot and allow the third party or private individual to pick up the vehicle.
- D. The annual quantities and number of hours have been estimated for the purpose of soliciting and evaluating competitive Bids. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities and number of hours to differ from the estimates. The Authority has no obligation to request any quantity or number of hours or to require the use of any particular quantity or number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Prices (Items, A to D and F to I) and Hourly Rate (Item E) provided in the successful Bidder's Bid for each service actually requested by the Authority and provided by the Contractor. The Bidders are cautioned not to add any qualification, explanation, or alternative pricing to any of the Unit Prices or Hourly Rate listed herein.

Michael Smith 12/6/21

**GREATER ORLANDO AVIATION AUTHORITY
19-22, VEHICLE TOWING AND STORAGE SERVICES
BID PRICE SHEET**

YEAR 2					
ITEM #	TYPE OF SERVICE	UNIT PRICE (\$)		ESTIMATED ANNUAL QUANTITY	TOTAL
TOWING SERVICES (Non-Standby)					
A	Relocation/Towing to Authority Impound Lot (Public Charge)	\$50.00	per Tow	10	\$500.00
B	Towing to Contractor's Storage Facilities (Public Charge)	\$100.00	per Tow	100	\$10,000.00
C	Relocation/Towing to/Within Authority Property (OIA-Authority Charge)	\$50.00	per Tow	50	\$2,500.00
D	Relocation/Towing to Contractor's Storage Facilities (OIA-Authority Charge)	\$50.00	per Tow	10	\$500.00
STANDBY SERVICES (Wrecker Stationed on Authority Property)					
E	Hourly Rate	\$24.00	per hour	9,000	\$216,000.00
	Rate for Towing in connection with Standby Service for:				
F	Relocation/Towing to/Within Authority Impound Lot (OIA-Authority Charge)	\$50.00	per Tow	350	\$17,500.00
G	Drop Fee (Public Charge)	\$25.00	per Drop	150	\$3,750.00
ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):					
H	Relocation/Towing to Contractor's Storage (Public Charge)	\$100.00	per Tow	3	\$300.00
I	Relocation/Towing to/Within Authority Property (OEA-Authority Charge)	\$50.00	per Tow	3	\$150.00
ADDITIONAL SERVICES					
J	Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes	\$0.00	per Vehicle	15	\$0.00
K	Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA	\$300.00	per Vehicle	10	\$3,000.00
		TOTAL YEAR TWO (2) BID PRICE (SUM OF ITEM A THROUGH K)			\$254,200.00

Each Bidder is to provide below (do not include in the Total Year 1 Bid Price) its Daily Storage Fee (in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours), its Drop Fee and its Tow Out Fee charged to the vehicle owner:

- A. Daily Storage Fee \$ 20.00 per day (not to exceed \$20.00 per day)
 B. Drop Fee \$ 25.00 (not to exceed 50% of applicable towing fee)
 C. Tow Out Fee \$ 50.00 (not to exceed \$50.00)

Note:

A. Daily Storage Fees must be in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours.

B. The Drop Fee is the fee that is charged to the Aviation Authority or vehicle owner while performing standby towing services for the Authority.

C. A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's lot to a curb outside the lot and allow the third party or private individual to pick up the vehicle.

D. The annual quantities and number of hours have been estimated for the purpose of soliciting and evaluating competitive Bids. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities and number of hours to differ from the estimates. The Authority has no obligation to request any quantity or number of hours or to require the use of any particular quantity or number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Prices (Items, A to D and F to L) and Hourly Rate (Item E) provided in the successful Bidder's Bid for each service actually requested by the Authority and provided by the Contractor. The Bidders are cautioned not to add any qualification, explanation, or alternative pricing to any of the Unit Prices or Hourly Rate listed herein.

Michael Smith 12/6/21

VEHICLE TOWING AND STORAGE SERVICES
GREATER ORLANDO AVIATION AUTHORITY
 19-22, VEHICLE TOWING AND STORAGE SERVICES
 BID PRICE SHEET

YEAR 3

ITEM #	TYPE OF SERVICE	UNIT PRICE (\$)	ESTIMATED ANNUAL QUANTITY	TOTAL
TOWING SERVICES (Non-Standby)				
A	Relocation/Towing to Authority Impound Lot <u>(Public Charge)</u>	\$50.00 per Tow	10	\$500.00
B	Towing to Contractor's Storage Facilities <u>(Public Charge)</u>	\$100.00 per Tow	100	\$10,000.00
C	Relocation/Towing to/Within Authority Property <u>(OIA-Authority Charge)</u>	\$50.00 per Tow	50	\$2,500.00
D	Relocation/Towing to Contractor's Storage Facilities <u>(OIA-Authority Charge)</u>	\$50.00 per Tow	10	\$500.00
STANDBY SERVICES (Wrecker Stationed on Authority Property)				
E	Hourly Rate	\$35.00 per hour	9,000	\$315,000.00
	Rate for Towing in connection with Standby Service for:			
F	Relocation/Towing to/Within Authority Impound Lot <u>(OIA-Authority Charge)</u>	\$50.00 per Tow	350	\$17,500.00
G	Drop Fee <u>(Public Charge)</u>	\$25.00 per Drop	150	\$3,750.00
ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):				
H	Relocation/Towing to Contractor's Storage <u>(Public Charge)</u>	\$100.00 per Tow	3	\$300.00
I	Relocation/Towing to/Within Authority Property <u>(OEA-Authority Charge)</u>	\$50.00 per Tow	3	\$150.00
ADDITIONAL SERVICES				
J	Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes	\$0.00 per Vehicle	15	\$0.00
K	Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA	\$300.00 per Vehicle	10	\$3,000.00
TOTAL YEAR THREE (3) BID PRICE (SUM OF ITEM A THROUGH K)				\$353,200.00

Each Bidder is to provide below (do not include in the Total Year 1 Bid Price) its Daily Storage Fee (in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours), its Drop Fee and its Tow Out Fee charged to the vehicle owner:

- A. Daily Storage Fee \$ 20.00 per day (not to exceed \$20.00 per day)
 B. Drop Fee \$ 25.00 (not to exceed 50% of applicable towing fee)
 C. Tow Out Fee \$ 50.00 (not to exceed \$50.00)

NOTE:

- A. Daily Storage Fees must be in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours.
- B. The Drop Fee is the fee that is charged to the Aviation Authority or vehicle owner while performing standby towing services for the Authority.
- C. A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's lot to a curb outside the lot and allow the third party or private individual to pick up the vehicle.
- D. The annual quantities and number of hours have been estimated for the purpose of soliciting and evaluating competitive Bids. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities and number of hours to differ from the estimates. The Authority has no obligation to request any quantity or number of hours or to require the use of any particular quantity or number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the Unit Prices (Items, A to D and F to L) and Hourly Rate (Item E) provided in the successful Bidder's Bid for each service actually requested by the Authority and provided by the Contractor. The Bidders are cautioned not to add any qualification, explanation, or alternative pricing to any of the Unit Prices or Hourly Rate listed herein.

Michael Chinit 12/6/21

GREATER ORLANDO AVIATION AUTHORITY
19-22, VEHICLE TOWING AND STORAGE SERVICES

BID PRICE SUMMARY SHEET

BASE YEAR BID PRICES	TOTAL
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TOTAL YEAR <u>1</u> BID PRICE	\$ <u>245,200.00</u>
TOTAL YEAR <u>2</u> BID PRICE	\$ <u>254,200.00</u>
TOTAL YEAR <u>3</u> BID PRICE	\$ <u>353,200.00</u>
TOTAL THREE (3) YEAR BID PRICE	\$ <u>852,600.00</u>

Michael Davis 12/6/21

Attachment C - Addendum Receipt Verification

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

Addendum No. <u>1</u>	Dated <u>December 1, 2021</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Able Towing & Roadside, LLC
Company
Mohamad Aburish
Signature
Mohamad Aburish
Print Name
Owner
Title

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

Name of Company	Able Towing & Roadside, LLC
Contact Individual	Mohamad Aburish
Contact Address	9343 Southern Breeze Drive
City, State, Zip	Orlando, Florida 32836
Telephone Number	(407) 491-1835
Email Address	moaburish@yahoo.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>
Mohamad Aburish	Manager	Manager

3. EXPERIENCE

- a. Years in business: 3
- b. Years in business under this name: 3
- c. Years performing this type of work: 3

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

- a. Provide Business License see Attached
- b. What is the current number of company employees? 12
- c. Will Additional Staff be hired to meet Contract requirements? NO

2021 - 2022



Local Business Tax Receipt

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

Business Name
ASP TOWING
9112 BOYCE AVE
ORLANDO, FL 32824

Business Owner
ABLE TOWING AND ROADSIDE LLC

Business Location
DESIRED CITY LICENSE
ORLANDO, FL

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

Case Number: BUS-1089738

Issued Date: 10/01/2021

Expiration Date: 09/30/2022

Business type(s):

Description	Year
WRECKR 7549 WRECKER SERVICE	2022



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

Phone: 407.246.2204 Fax: 407.246.3420

Email: businesstax@orlando.gov

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

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

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

2020**EXPIRES 9/30/2021**

3119-1220659

3119 TOWING \$30.00
3100 ROADSIDE ASSISTANT \$30.00

1 EMPLOYEE 3100 STORAGE \$30.00
1 EMPLOYEE

1 EMPLOYEE

TOTAL TAX \$90.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$140.00
TOTAL DUE \$0.00



ABURISH MOHAMAD

ABLE TOWING AND ROADSIDE LLC
ABURISH MOHAMAD
9112 BOYCE AVE #C
ORLANDO FL 32824

9112 BOYCE AVE #C
U - ORLANDO, 32824

PAID: \$140.00 2003-06308982 9/9/2020

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.

Tow Capacity

[illegible]

6. LOCAL SERVICE FACILITY

Use this form to submit the address and description of Bidder's base operations and location of its storage facility to be utilized for the subject work (use additional pages if necessary).

a. Base of Operations Address:

250 Thorpe Road Orlando, Florida 32824

b. Storage Facility:

Address and Description of Storage Facility where vehicles towed from Airport will be stored (include size, number of inside and outside spaces, security, lighting, manpower, hours of operation & type of ground surface):

operation & type of ground surface):
250 Thorpe Road Orlando, Florida 32824; 1/2 Acre double
gated, security lighting, 24/7 video surveillance, Asphalt,
24/7 operation.

Number of Inside Spaces: 6 Number of Outside Spaces: 50

Do you own the Storage Facility? Yes _____ NO ✓

Do you lease the Storage Facility? Yes ✓ NO _____

Do you neither own nor lease the Storage Facility, but have the right to buy or lease the Storage facility?

Yes _____ NO ✓ (If yes, please attach evidence of such right)

c. Specification Compliance

Does your base of operations and storage facility(s) presently meet the Bid requirements?

Yes ✓ No _____

If no, indicate which requirement cannot presently be met, and whether the requirement can be met by the start of work. Indicate below any variance no matter how slight and your plan for compliance afterward. Use additional pages if necessary not to exceed 5 pages.

N/A

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

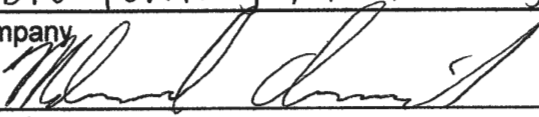
Ref #1. Customer/Client:
Date of Services: 2018- Present
Description of Services: Private Property towing and parking management
Street Address: 805 Verona Street
City, State, ZIP Code: Kissimmee, Florida 34741
Telephone # (407) 287-2258
Contact Person: Michelle Villagran
Email: michelle@lim.law

Ref # 2. Customer/Client:
Date of Services: 2018- Present
Description of Services: Towing company vehicles and remove vehicles from properties
Street Address: 2204 Hempel Avenue
City, State, ZIP Code: Gotha, Florida 34734
Telephone # (407) 341-1702
Contact Person: Jean Cavey
Email: jcan@illuminationvsq.com

Ref #3. Customer/Client:
Date of Services: 2018- Present
Description of Services: Private Property Towing & parking management
Street Address: 7250 S. Kirkman Road
City, State, ZIP Code: Orlando, Florida, 32819
Telephone # (407) 766-1670
Contact Person: Ann Marie Lefler
Email: aml77@aol.com

Able Towing & Roadside, LLC

Company



Signature

Mohammad Aburish

Print Name

Owner

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.

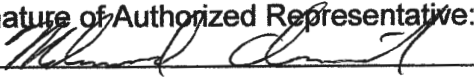
Comments:

N/A

Acknowledged by: monamad Aburish

Firm Name: Able towing & Roadside, LLC

Signature of Authorized Representative:



Name and Title (Print or Type):

Monamad Aburish, Owner

Date:

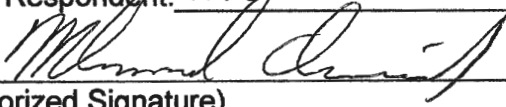
12 / 06 / 2021

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Mohamad Aburish
By: 
(Authorized Signature)
Title: OWNER
Date: 12 | 06 | 2021

Attachment G – MWBE/LDB Forms (not applicable)

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

Attachment H - Current W9

Request for Taxpayer Identification Number and Certification ►

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

ABLE TOWING AND ROADSIDE LLC

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

9112 BOYCE AVENUE

6 City, state, and ZIP code

ORLANDO, FL 32824

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

8 2 - 4 8 5 1 8 1 9

Part II Certification

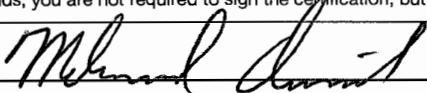
Under penalties of perjury, I certify that:

- 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 ►



Date ►

12/6/2021

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)

12/06/2021

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

PRODUCER		CONTACT NAME: Erlic Reyes	
IGEE, Inc.		PHONE (A/C, No, Ext): 407-574-3886	FAX (A/C, No): 407-574-5902
820 W. Lake Mary BLVD		E-MAIL ADDRESS: erlic@igeeinsurance.com	
Suite 202			
Sanford FL 32746			
INSURED		INSURER(S) AFFORDING COVERAGE	
Able Towing & Roadside LLC DBA: ASP Towing		INSURER A: PROGRESSIVE EXPRESS INS CO	
250 Thorpe Rd		INSURER B: Granada Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
Orlando FL 32824		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		02258724-1	06/19/2021	06/19/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	Y		02258724-1	06/19/2021	06/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO ☒ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Cargo			02258724-1	06/19/2021	06/19/2022	Limit: \$100,000, Deductible: \$1,000
B	Garage Liability			0185FL00165553 - 0	12/07/2021	12/07/2022	1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Greater Orlando Aviation Authority Purchasing Department 8652 Casa Verde Rd 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

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Attachment J - Letter of Bondability or Letter of Credit

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



Surety & Fidelity Bond Department, PO Box 5900, Madison, WI 53705

Capitol Indemnity Corporation
Platte River Insurance Company

Capitol Indemnity Corporation

Letter of Bondability

December 7, 2021

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

Re: Letter of Bondability

This letter is provided on behalf of Able Towing & Roadside, LLC for the benefit of Greater Orlando Airport Authority. Able Towing & Roadside, LLC is interested in submitting a bid for IFB 19-22, Vehicle Towing, Removal and Storage Services.

At this time Able Towing & Roadside, LLC has an established bond line of credit with Capitol Indemnity Corporation. Capitol Indemnity Corporation is an "A" rated company by A.M. Best and a federally approved surety by the United States Department of the Treasury. The established line of credit for anticipated daily operational needs is a single bond of \$250,000 and a total aggregate program of \$350,000. Capitol Indemnity Corporation is favorably inclined to consider requests above this line on a case by case basis. As always, all bond requests are subject to review and underwriting considerations at the time of the request and are a confidential matter between the Surety and its account.

We appreciate any courtesy you may extend this valued account.

Sincerely,

Capitol Indemnity Corporation

A handwritten signature in blue ink that reads "Teresa L. Durham".

Teresa L. Durham, Attorney-in-Fact & Florida Licensed Resident Agent
Print/Type Name and Title

**CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY**

CIC1916432

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, 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 **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

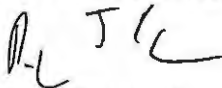
"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and 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."

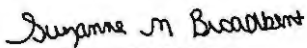
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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 **CAPITOL INDEMNITY CORPORATION** 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.

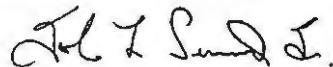
Attest:


Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer


Suzanne M. Broadbent
Assistant Secretary



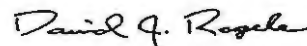
CAPITOL INDEMNITY CORPORATION


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 **CAPITOL INDEMNITY CORPORATION**, 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.



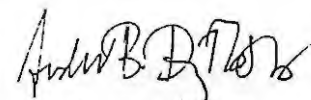

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

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

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin 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 8th day of December, 2021




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

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-ePOA-M (Rev. 01-2020)

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 19-22. Vehicle Towing and Storage Services, for Orlando International Airport, opening at 3:00 p.m. EST, December 8, 2021,** at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

ADDENDUM NO. 1
TO
PURCHASING BID 19-22
VEHICLE TOWING AND STORAGE SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

December 1, 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: Attachment 1 has been added to this Addendum. This document includes the current contract pricing.

ITEM 2: Attachment 2 has been added to this Addendum. This document details the Pre-Bid attendance and presentation slides.

ITEM 3: Question: Do we need to have licenses that cover three years for both towing and also storage?

Answer: The Authority requires Bidders have a minimum of three (3) years' experience performing vehicle towing and storage of vehicles.

The Bidders' proposed designated storage facility location within the 10 mile radius can be a new facility but must be fully operational prior to submitting a solicitation.

ITEM 4: Question: Could you provide the bid pricing sheet for the the existing contract?

Answer: See ITEM 1.

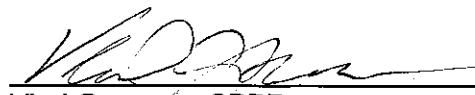
ITEM 5: Question: May a company that is not listed as a planholder, still apply?

Answer: Bidders must register with Negometrix to submit a solititation. 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>.

ITEM 6: Question: Must you be on the FHP rotation list to apply for this RFP?

Answer: Bidders are not required to be on the FHP rotation list to apply for this solicitation.

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



Vlad Opreanu, CPPB
Senior Purchasing Agent



Date

ATTACHMENT "A-2"**SECOND RENEWAL OPTION PRICES****12-17 Vehicle Towing and Storage Services**

A. ITEM #	(1) UNIT PRICE (\$)	(X)	(2) ESTIMATED ANNUAL QUANTITY*	(=)	(3) EXTENSION (\$)
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TOWING SERVICES (Non-Standby):**Rate for Towing for:**

B. Relocation/Towing to Authority Impound Lot (Public Charge)	<u>\$50.00</u>	(X)	10	(=)	<u>\$500.00</u>
C. Towing to Contractor's Storage Facilities (Public Charge)	<u>\$100.00</u>	(X)	80	(=)	<u>\$8,000.00</u>
D. Relocation/Towing to/ within Authority Property (OIA-Authority Charge)	<u>\$50.00</u>	(X)	50	(=)	\$2,500.00

STANDBY SERVICES (Tow Truck Stationed on Authority Property):

E. Hourly Rate (OIA-Authority Charge)	<u>\$33.00</u>	(X)	9,000	(=)	<u>\$297,000.00</u>
--	----------------	-----	-------	-----	---------------------

Rate for Towing in connection with Standby Service for:

F. Relocation/Towing to/within Authority Impound Lot (OIA-Authority Charge)	<u>\$50.00</u>	(X)	350	(=)	<u>\$17,500.00</u>
F. Drop Fee (OIA-Authority Charge)	<u>\$25.00</u>	(X)	20	(=)	<u>\$500.00</u>

ORLANDO EXECUTIVE AIRPORT (Relocation/Towing to Contractor's Storage):

G. Relocation/Towing to Contractor's Storage (Public Charge)	<u>\$100.00</u>	(X)	3	(=)	<u>\$300.00</u>
H. Relocation/Towing to/within Authority Property (OEA- Authority Charge)	<u>\$50.00</u>	(X)	3	(=)	<u>\$150.00</u>

ADDITIONAL SERVICES

I. Provide, deliver and retrieve, junked vehicles to OIA for Training Purposes (OIA-Authority Charge)	<u>\$0.00</u>	(X)	9	(=)	<u>\$0.00</u>
--	---------------	-----	---	-----	---------------

ITEM #	(1) UNIT PRICE (\$)	(X)	(2) ESTIMATED (=) ANNUAL QUANTITY*	(=)	(3) EXTENSION (\$)
J. Return of previously relocated vehicles (from Contractor's facility to OIA). To include towing and daily storage fees (OIA-Authority Charge).	<u>\$300.00</u>	(X)	10	(=)	<u>\$3,000.00</u>

ESTIMATED TOTAL SECOND RENEWAL OPTION VALUE:

\$329,450.00

Contractor provided below its Daily Storage Fee (in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours), its Drop Fee and its Tow Out Fee charged to the vehicle owner:

Daily Storage Fee \$20.00 per day (not to exceed \$20.00 per day)

Drop Fee \$25.00 (not to exceed 50% of applicable towing fee)

Tow Out Fee \$50.00 (not to exceed \$50.00)

Note: Daily Storage Fees must be in accordance with City, State or Local Ordinances and/or laws and which are applicable only after the first 24 hours. The Drop Fee is the fee that is charged to the vehicle owner while performing standby towing services for the Authority. A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's lot to a curb outside the lot and allow the third party or private individual to pick up the vehicle.

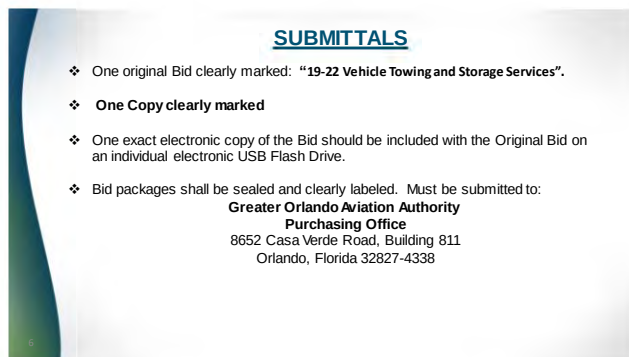
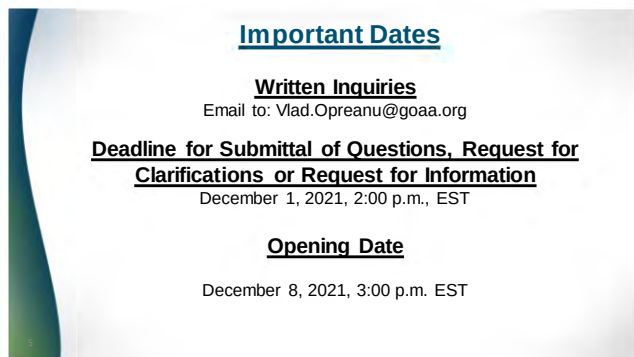
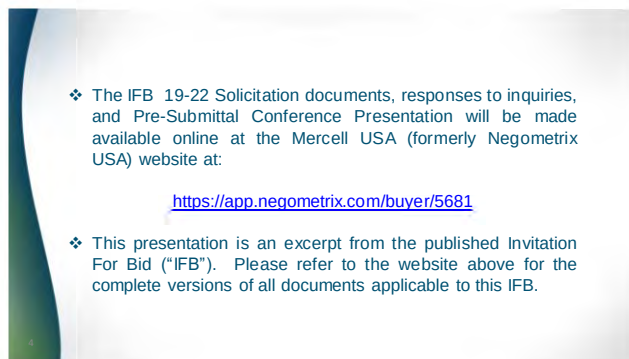
* The annual quantities and number of hours are estimates. Although the Authority believes that these estimates fairly describe the scope of work under ordinary circumstances, actual conditions may cause the quantities and number of hours to differ from the estimates. The Authority has no obligation to request any quantity or number of hours or to require the use of any particular quantity or number of hours. The Authority is only obligated to pay the Unit Prices (Items, A to C and E to J) and Hourly Rate (Item D) for each service actually requested by the Authority and provided by the Contractor.

**GREATER ORLANDO AVIATION AUTHORITY
PRE-BID CONFERENCE
PURCHASING BID 13-22
VEHICLE TOWING AND STORAGE SERVICES
ORLANDO, FLORIDA**

**November 17, 2021
2:00 p.m.**

19-22 Addendum No. 1 Attachment 2

MW BE/ LD B*	NAME	COMPANY NAME	MAILING ADDRESS	PHONE NO.	FAX NUMBER
				E-MAIL ADDRESS	
	Angela Bonet	Adam Ayed Enterprises dba AATR Orlando	9712 Recycle Center Rd Orlando, FL 32824	3213202222	
	Adam Ayed	Rick's Roadsides & Central FL, Inc.	630 E Landstreet Rd Orlando, FL 32824	4072425321	
	Anthony Mojica JR	Towlands Towing & Recovery Inc	3101 Mucay Rd Orlando FL 32812	(407) 766-6009	
	Fernando Cano	Goac		Towlands@gmail.com	
	Mohamed Abarish	Able Towing & Roadside	4112 Bruce Ave Orlando FL 32824	407-491-1835	
	VLAD OPREANU	GOAA PURCHASING	8652 CASA VERDE RD Bldg 11	407-825-6427	
	Rafis Hussein	GOAA OPS	5355 Camino Road	Vlad.opreanu@gocaa.org	
	Fermin Rodriguez	National Towing and Recovery	6408 Old Cherry Hwy Orlando, FL 32807	RHussein@GOAA.ORG	
	Abdu EL Barwili	GOAA		321-205-3428	
				Fermin@nationaltowingandrecovery.com	
				abbarwili@GOAA.org	



Bid Requirements

(Refer to Section 2.1.c, Page 11)

- 1) Business License.
- 2) Letter of Bondability in the sum equal to Two Hundred Thousand Dollars (\$200,000.00) as described in Section 2.3.
- 3) Proof of insurance requirements (Refer to Section 2.4).

Minimum Requirements

(Refer to Section 2.1.c, Page 11)

- 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 and maintain a storage facility within a ten (10) mile radius of Orlando International Airport.
- 3) Bidder must have a minimum of three (3) years' experience providing:
 - a) Vehicle Towing
 - b) Storage of Vehicles

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

This IFB Does/Does Not include a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB) participation requirement.

Evaluation of Bid Award

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

- a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.
- b. In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
 - 1) Total Cost.
 - 2) Past Performance.
 - 3) All technical specifications/requirements associated with this Bid as described in Section 3.
 - 4) Bidders shall provide the documentation as listed in Section 6, Bid Submittals.

Bid Forms

The following items must be completed and submitted as part of your Bid submittal. **Failure to complete and return required forms** may result in your Bid being determined non-responsive and not considered for award.

Attachment A - Bidder's Certification Form.

Attachment B - Bid Price Form - The Excel Bid Price Sheets must be completed electronically on the provided Excel spreadsheet, saved to the USB drive, and print out a hardcopy. The hardcopy shall also be turn in as part of the Bid package with Attachment B.

Attachment C - Addendum Receipt Verification Form.

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

Attachment E - Conflict of Interest Disclosure Form.

Bid Forms

- Attachment F - Scrutinized Company Certification Form.

- Attachment G - MWBE/LDB/VBE Participation Forms. **Not applicable**

Attachment H - Bidder's W-9

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

Attachment J - Letter of Bondability.

Attachment K - No Bid Response Form.

- Provide, deliver, and Retrieve vehicles to OIA for ARFF Training Purposes
- Return of previously relocated vehicle's from Contractor's Facility to OIA OR OEA

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IN-TOUCH FORMING SERVICES WWW.IN-TOUCH.COM IN-TOUCH.COM

IN-325 VEHICLE FORWARD SERVICE B.

IN-3 JULY 1964, FORMING SERVICES

Figure 1. (a) Pb^{2+} adsorption capacity of the adsorbents. (b) Pb^{2+} adsorption capacity of the adsorbents.

INSTRUMENTATION SERVICES	INSTRUMENTATION	INSTRUMENTATION SERVICES	INSTRUMENTATION
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INSURANCE REQUIREMENTS

(Refer to Section 2.4 of the Special Conditions)

TYPE	AMOUNT
General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Workers Compensation	Statutory limits
Garage Keepers Legal Liability	\$1,000,000

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

PERFORMANCE BOND REQUIREMENTS

(Refer to Section 2.3 of the Special Conditions which start on page 12 of the Bid Document)

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.

Scope of Services/Specifications

Greater Orlando Aviation Authority

Ratib Hussein, Manager of Ground Transportation Services
Authority Authorized Representative (AAR)

Scope of Services

(Refer to Section 3, Page 22 of the Specifications)

General Scope of Work

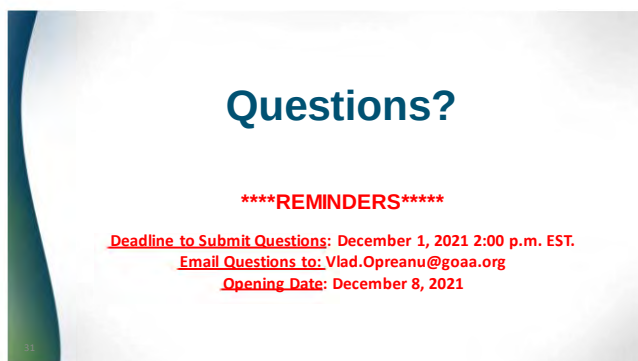
The Contractor shall provide all labor, supervision, materials, signage, equipment, storage facility, tools and all other accessories, activities and procedures necessary, or proper for, or incidental to, performing vehicle towing (up to and including 10,000 pounds), removal and storage services required at the Orlando International Airport ("OIA") and at the Orlando Executive Airport ("OEA") in accordance with this Specification.

The Contractor shall also be required to adhere to the Aviation Authority's Policy: "Operational Procedure, Section 770.01: Removal of Vehicles" (hereinafter the "Towing Policy") (see Exhibit "A" Section 3.23).

Scope of Services

(Refer to Section 3, Page 23 of the Specifications)

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GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB 19-22

Title: VEHICLE TOWING AND STORAGE SERVICES

DATE OF ISSUE: November 8, 2021

PRE- BID CONFERENCE OR GOTOMEETING:

Bidders may attend in person or via GoToMeeting.

November 17, 2021 2:00 p.m. EST

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

<https://global.gotomeeting.com/join/880356141>

United States (Toll Free): 1 877 309 2073 Access Code: 880-356-141

DEADLINE FOR QUESTIONS December 1, 2021, 2:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Vlad Opreanu

Title: Senior Purchasing Agent

Phone: (407)-825-6427

Email: Vlad.Opreanu@goaa.org

SUMBIT BIDS TO:

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

IFB DUE ON OR BEFORE:

December 8, 2021 at 3:00 pm, EST

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NEGOMETRIX PLATFORM

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**

The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide vehicle towing (up to and including 10,000 pounds), removal and storage services. The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.

1.2 **Solicitation Information**

Bid documents may be examined and are available for download from the Aviation Authority's Purchasing Department's website www.orlandoairports.net/purchasing or by visiting 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 December 22, 2021, 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 Merrell Source-to-Contract 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 Merrell Source-to-Contract's website at: <https://app.negometrix.com/buyer/5681>
- i. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid as detailed in Section Seven, Bid Submittals.
- j. Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- k. **Unless otherwise noted, Bidders shall submit *one Bid Response only*.**
- l. Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. 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 February 1, 2022, 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.
- c. 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 as listed in Section 2, Special Conditions;
 - 4) All requirements associated with this Bid as described in Section 3, Scope of Work/Specifications;
 - 5) All documentation listed in Section 6, Bid Submittals.

1.6 Notice of Intent to Award Contract

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

1.7 Public Meetings/Public Records

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

1.8 Code of Ethics and Business Conduct Policy

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

2.0 **SPECIAL CONDITIONS**

2.1 **Bidder's Qualifications**

- a. Bids will be considered from Bidders who have qualified personnel and equipment who are so situated as to perform prompt service or provide required goods. The Aviation Authority reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the Contract.
- b. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company following the best business practices.
- 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 and maintain a storage facility within a ten (10) mile radius of Orlando International Airport.
 - 3) Bidder must have a minimum of three (3) years' experience performing:
 - a) **Vehicle Towing**
 - b) **Storage of Vehicles**
 - 4) Bidder must provide a copy of the following required Licenses and Certifications with their Bid Submittal:
 - a) Business License
 - b) Proof of Bondability (Refer to Section 2.3)
 - c) Proof of insurance requirements (Refer to Section 2.4)
 - 5) Bidder must provide all Attachments from Section 6 of this bid document.

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 **Two Hundred Thousand Dollars (\$200,000.00)**.
- b. The Awarded Contractor may elect to provide Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Two Hundred Thousand Dollars (\$200,000.00)**, and issued on Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Awarded Contractor shall provide Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term** after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Aviation Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.
- c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .

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

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

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

2.4 **Insurance Requirements**

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

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

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

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

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

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

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

e. **Garagekeepers Insurance.**

Insurance provided under a garage policy for liability exposures with respect to damage to a customer's auto or auto equipment that has been left in the Contractor's care, custody and/or control with limits not less than \$1,000,000 per occurrence.

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

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

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

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

- 1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance Aviation Authority may possess, and that any other insurance Aviation Authority does possess shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to Aviation Authority.
- 4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to Aviation Authority.
- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando.

- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.
- 7) The Aviation Authority is currently Contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.
- 8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

2.5 Verification of Employment Status

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

services pursuant to the state Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

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

2.6 Identification and Access Requirements

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

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

g. Fees Associated with Identification Badges and Keys

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

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

- h. Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages

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

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

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

2.7 Airport Security

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

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

Not Applicable

2.9 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.10 Good Faith Effort for MWBE and LDB Participation Program

Not Applicable.

2.11 Performance/Invoicing

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

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 General Scope of Work

- a. The Contractor shall provide all labor, supervision, materials, signage, equipment, storage facility, tools and all other accessories, activities and procedures necessary, or proper for, or incidental to, performing vehicle towing (up to and including 10,000 pounds), removal and storage services required at the Orlando International Airport ("OIA") and at the Orlando Executive Airport ("OEA") in accordance with this Specification.
- b. The Contractor shall also be required to adhere to the Aviation Authority's Policy: "Operational Procedure, Section 770.01: Removal of Vehicles" (hereinafter the "Towing Policy") (see Exhibit "A" Section 3.23).

3.2 Regulations

- a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- b. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- c. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's Representative (AAR). Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- d. During the performance of this Contract, Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

3.3 Contractor's Storage Facilities

The Contractor shall maintain a storage facility within a ten (10) mile radius of Orlando International Airport that meets the requirements of all regulations and codes herein specified for storage of all vehicles towed from the Orlando International Airport and the Orlando Executive Airport. Contractor's storage facility shall have, at a minimum, the following:

- a. An attendant (provided by the Contractor) on-site twenty-four (24) hours a day, seven (7) days a week to provide security and to permit access to or release vehicles immediately at any time of the day or night.
- b. Be subject to periodic inspections during the term of the Contract when deemed necessary by the Aviation Authority. Notice of any discrepancies or deficiencies found by the Aviation Authority will be submitted to the Contractor in writing, and Contractor shall remedy such deficiencies within ten (10) days of receipt of such notice.

3.4 Work Hours/Response Time

- a. The Contractor shall perform these vehicle towing and storage services twenty-four (24) hours a day, seven (7) days a week.
- b. Vehicles parked in any of the Aviation Authority's parking facilities (as defined by the Towing Policy) shall not be removed without written authorization from the AAR or verbal authorizations confirmed by written authorization.
- c. The Contractor shall, upon receipt of AAR's request for an additional Tow Truck for emergency Services, respond within sixty (60) minutes from such receipt of the AAR's first notice of such request.
- d. Response time for vehicles parked in excess of time limits or any other reason shall be in accordance with Towing Service Contractor section of the Towing Policy (see Exhibit "A").
- e. The Contractor shall assume all liabilities while on Aviation Authority property to include, but not limited to, any and all damages to Contractor employees or equipment which must be covered by Contractors insurance.

3.5 Contractor's Performance Requirements

- a. Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.
- b. Contractor's personnel shall perform Work in a neat and professional manner, and in compliance with all Federal, State, and City of Orlando regulations and American National Standards Institute (ANSI) specifications, and the requirements as found in the Federal Highway Administration (FHWA), 23 CFR Part 634, Worker Visibility. OSHA rules and regulations shall be followed at all times.

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

3.6 Contractor's Personnel

- a. Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- b. Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- c. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- d. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.
- e. Contractor shall transfer promptly from the airport any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- f. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be

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

- g. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- h. While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.
- i. When providing service on standby status, Contractor's personnel shall be required to have sufficient currency to provide change to the owner/operator of a vehicle being assessed a Drop Fee (see Section 3.13.b). Sufficient currency shall mean the ability to provide change from a fifty dollar bill for two separate Drop Fee assessments per work shift.

3.7 Items Provided by the Aviation Authority

- a. Upon AAR's request for and the implementation of Standby Services by the Contractor, the Aviation Authority will provide Contractor's drivers a sufficient number of handheld portable radios to communicate with the AAR and Aviation Authority staff on the Aviation Authority's designated frequencies. Contractor's personnel will be required to operate the Aviation Authority's portable two-way radio and maintain compliance with all applicable regulations.
- b. Contractor shall be responsible for all radio equipment provided, and shall reimburse the Aviation Authority for lost or damaged equipment at replacement cost. All equipment provided to the Contractor shall be returned to the Aviation Authority upon expiration or termination of this Contract. Equipment not returned to the Aviation Authority in good working order, upon Contract expiration or termination, shall be reimbursed to the Aviation Authority at replacement cost.

3.8 Tools and Equipment Provided by the Contractor

- a. The Contractor shall own or lease and have immediate access to not less than three (3) Class “A” Tow Trucks not to exceed 7'-0” in height, including the attached towed vehicle's height.
- b. The Contractor shall also have a sufficient quantity of tools and equipment to provide the services called for herein and in accordance with “Section 17.02.07, Regulations; Paragraph A., Approved Rotation Wreckers; Subparagraph 3., Pages S-7 and S-8 of the Rules of the Department of Highway Safety and Motor

Vehicles, Division of Florida Highway Patrol, Policy Manual, Policy Number 17.02, "Wrecker Qualification and Allocation System" and any other applicable, State and Local regulations.

- c. Each Tow Truck shall be equipped with a mini-sticker toll transponder permanently affixed on the windshield.

3.9 Communications

- a. Contractor shall provide telephone communication between the AAR and the Contractor's dispatch office 24 hours 7 days per week. The Contractor shall have, at all times, a phone line staffed by its employees either at its base of operations or through call forwarding at an off-site location such as, but not limited to, employees' homes.
- b. The Contractor shall provide (and keep current) to the Aviation Authority two (2) emergency service telephone numbers that will be answered by a person who has the authority to act on the Contractor's behalf to authorize emergency service twenty-four (24) hours a day, seven (7) days a week, 365 days a year.
- c. Each Tow Truck shall be equipped with the Aviation Authority provided two-way radio and a Contractor provided cellular phone.

3.10 Towing Services

- a. The Contractor shall perform towing and/or relocation of vehicles as requested by the AAR to either the Aviation Authority's Impound Lot (Item A, C, F, I, J and K in the Bid Pricing Sheet) or to the Contractor's Storage Facility (Items B, D, and H in the Bid Pricing Sheet). The Aviation Authority's impound lot is a designated location within the OIA or OEA property, the location of which is to be determined by the Aviation Authority in its own discretion. Charges for any of these services shall be imposed as indicated in the Bid Form against the vehicle owner or the Aviation Authority as directed by the AAR at the time of service request.
- b. As directed by the AAR, the Contractor shall remove from the Aviation Authority's premises vehicles parked in excess of the time limit in accordance with the Aviation Authority's Towing Policy.

3.11 Standby Services

- a. The Contractor shall provide one (1) Tow Truck to standby on the Aviation Authority property (24 hours/day, 365 days/year) in order to be available to immediately remove vehicle(s) with a gross weight up to and including 10,000 pounds, at the request of the AAR.
- b. Contractor shall provide additional Tow Trucks for standby service as determined by the Aviation Authority during periods of increased passenger traffic or heightened security requirements. Contractor's compensation for

performance of this service shall be at the Hourly Rate (Item E in the Bid Pricing Sheet) while the Tow Truck is standing by.

- c. The Contractor shall credit the Aviation Authority fifteen (15) minutes against Contractor's Standby Services Hourly Rate (Item E on the Bid Pricing Sheet) for each vehicle actually towed (Item F in the Bid Pricing Sheet) or dropped (G in the Bid Pricing Sheet) while performing Standby Services.
- d. Contractor may be required to provide additional standby Tow Trucks on the Aviation Authority property (24 hours/day, 365 days/year). The Contractor shall provide, upon AAR's request, additional Tow Trucks within thirty (30) days from the receipt of the AAR's request.

3.12 Additional Services

- a. The Contractor shall provide, deliver and retrieve fifteen (15) vehicles to OIA throughout the year within thirty (30) days' notice of the Aviation Authority's request for auto extrication training purposes to the ARFF Training Site or another location on airport property as designated by the AAR. The vehicles will need to be cleared of fluids and hazards prior to delivery. The vehicles will also need to have loose items removed from the passenger compartment and trunk area. Vehicles with intact wheels, doors and windows are preferred. The Aviation Authority will request fifteen (15) vehicles per year during the term of this Contract.
- b. The Contractor shall remove the vehicle from the Aviation Authority's premises upon notice from the AAR that the Aviation Authority has completed its training. The Contractor shall retain complete ownership of the vehicle. Compensation to Contractor for such vehicles shall be reimbursed at the Unit Prices set forth (on Item J in the Bid Pricing Sheet).
- c. As directed by the AAR, occasionally vehicles towed and stored at the Contractor's Storage Facility may be required to be returned to OIA or OEA. Contractor's compensation for this service (Item K in the Bid Pricing Sheet) shall include all towing fees, daily storage fees and administrative fees, which shall be reimbursed by the Aviation Authority.

3.13 Contractor's Fees

- a. Daily Storage Fee
 - 1. Contractor shall charge the vehicle owner the Daily Storage Fee as set forth in the Bid Form for storing a vehicle in its storage facility based on a twenty-four (24) hour day. The initial twenty-four (24) hours of storage shall be without charge. Thereafter, the Daily Storage Fee will apply and any fraction of a day will count as a full day.
 - 2. An administration fee may be charged to the vehicle owner and/or lien holder after an initial forty-eight (48) hours of storage has occurred,

provided the Contractor has complied with the requirement of Florida Statutes 713.78, including the execution and mailing of lien notice. The Daily Storage Fee charged to the vehicle owner shall not exceed \$20.00 per day.

b. Drop Fee

1. A Drop Fee (G in the Bid Pricing Sheet) is a charge to the vehicle owner while performing standby towing services for the Aviation Authority. The Drop Fee charged shall not exceed 50% of the applicable towing fee (not to exceed 50% of Item F in the Bid Pricing Sheet).
2. A vehicle owner shall have the right to direct the Contractor to release his/her vehicle after hook up (the condition when a vehicle is sufficiently secured and strapped to a Tow Truck such that the vehicle can be safely and properly towed from its location) prior to the Tow Truck starting to move away from the location.
3. The Contractor shall credit the Aviation Authority fifteen (15) minutes against Contractor's Standby Services, Hourly Rate (Item E on the Bid Pricing Sheet) for each vehicle actually dropped (Item G in the Bid Pricing Sheet) while performing Standby Services (see Section 3.6.i).
4. The AAR shall have the right to direct the Contractor to release a vehicle after hook up before the Tow Truck starts to move away. In such cases, the Drop Fee shall be waived and the fifteen (15) minutes credit shall be reinstated for Standby Services.

c. Tow Out Fee

A Tow Out Fee not-to-exceed \$50.00 shall be charged when a third party tow company cannot provide evidence of workers compensation insurance to the Contractor and the Contractor is required to tow the vehicle from the Contractor's facility to outside the facility and allow the third party or private individual to pick up the vehicle.

3.14 Right to Cancel Service Call

The Aviation Authority shall have the right to cancel a request for Contractor's towing services up until the time a Tow Truck is hooked onto a vehicle. The Contractor agrees that the mere response to a service call without actually hooking the vehicle does not constitute a service to which charges are applicable.

3.15 Release of a Vehicle

The Contractor shall not release a vehicle held at its facilities, unless such release is made in full compliance and in accordance with Florida law and the Towing Policy including, but not limited to, the time the Contractor is required to hold a vehicle and conditions upon which the Contractor may release the vehicle.

3.16 Vehicle Disposal

The Contractor shall be authorized to hold, release, sell, or otherwise dispose of a vehicle(s) removed from OIA or OEA Parking Facility in accordance with the Aviation Authority's Towing Policy and Florida law.

3.17 Payment

The Contractor may require vehicle owners to pay for all applicable fees including Towing Fees/Storage Fees in cash only, but Contractor shall advise vehicle owner of such fact on the phone if the Contractor has the opportunity to speak with the owner via telephone prior to owner's arrival at the storage facility.

3.18 Signage

The Contractor shall, prior to commencement of the Contract work, supply the Aviation Authority with a sufficient number of signs as determined by the AAR (approximately 50), for location and installation by Aviation Authority personnel at the Orlando International Airport and the Orlando Executive Airport. Signs shall state the Contractor's company name, address, telephone number and any other pertinent information. Once the signs have been installed, the Contractor shall be responsible for maintaining such signs in good condition and provide any replacements as needed or requested by the AAR at no cost to the Aviation Authority. The Aviation Authority shall install all signage.

3.19 Records and Reports

The Contractor shall furnish to the AAR its monthly invoice and a monthly report, which must be submitted within ten (10) days of the end of the preceding month and will include separate information for OIA and OEA and as a minimum shall provide a record of the following:

- a. Name of the Aviation Authority employee that requested tow or drop service on each service invoice.
- b. Contractor shall provide unaltered photographs in an electronic format to document the visual condition of each vehicle prior to it being towed by taking at least four photographs (left side, right side, front and back) or more if upon visual inspection there is obvious pre-existing damage to the vehicle prior to being towed.
- c. The total number of vehicle tows and Vehicle identification Number (VIN) for each vehicle towed.
- d. Origination and destination of each tow. Destination being one of the following: Aviation Authority's Impound Lot, Contractor's Storage Facility, and within Aviation Authority property (either OIA or OEA).

- e. Itemized billing for each service charged to the Aviation Authority including the following: number of hours for Standby Services, number of tows from Standby Services, number of vehicles dropped by Aviation Authority request, and any Additional Services.
- f. Itemized receipt for each service paid by the public to retrieve their vehicle from Contractor's facility. Receipt to include breakdown of all fees paid by the public to retrieve their vehicle from the Contractor's facility (i.e. Daily Storage Fee and Tow Out Fee).
- g. Total number and proceeds of Drop Fees (paid by vehicle owner).
- h. Documentation as to the disposition of each vehicle towed from the Aviation Authority's locations for all vehicles parked in excess of the time limit, which shall include, but is not limited to: make, model year, vehicle identification number, date vehicle towed, lot towed from, method of disposal (sold, claimed, sold for scrap) certificate of title number, certificate of destruction number and the total amount received by the Contractor from the disposition of each vehicle.

3.20 Towing Services

The Contractor shall perform towing and/or relocation of vehicles as requested by the AAR to either the Aviation Authority's Impound Lot on Aviation Authority's Property (Item A, C, F, I, J and K in the Bid Pricing Sheet) or to the Contractor's Storage Facility (Items B, D, and H in the Bid Pricing Sheet). The Aviation Authority's impound lot is a designated location within the OIA or OEA property, the location of which is to be determined by the Aviation Authority in its own discretion. Charges for any of these services shall be imposed as indicated in the Bid Form against the vehicle owner or the Aviation Authority as directed by the AAR at the time of service request.

3.21 Use of Premises

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

3.22 Safety and Protection

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

3.23 Exhibit A Operational Procedure Removal of Vehicles

Operational Procedure: Removal of Vehicles	EXHIBIT "A"	Section 770.01 Operations
OBJECTIVE	To establish a procedure for removal of vehicles 1) parked in excess of time limits for parking facilities at Orlando International Airport, as well as to establish time limits on public and employee parking facilities and 2) pursuant to enforcement of the Aviation Authority's Ground Transportation Rules and Regulations (GTRR).	
METHOD OF OPERATION		
Definitions	Director: The Chief of Operations or designee. Aviation Authority Necessity: A circumstance in which the Director determines, in his or her discretion, that removal of a vehicle is necessary or appropriate because of security concerns, construction activities in the vicinity of the vehicle, or to otherwise facilitate airport operations. Cell Phone Lot: A waiting area designated by the Aviation Authority for the public to park and wait with their vehicle prior to picking up a passenger arriving at the Terminal Complex. Commercial Ground Transportation Vehicle: A vehicle engaged in transporting passengers for a commercial entity or for compensation, regardless of whether the compensation for such service is paid for directly, indirectly, or at all by the passenger being transported, excluding those operated by a government entity. Economy Parking Lots: The North Park Place, South Park Place, and West Park Place parking lots operated by the Aviation Authority that are located remotely from the Terminal Complex, excluding the Employee Parking Lot. Employee Parking Lot: A parking lot located away from the Terminal Complex that is operated by the Aviation Authority and used exclusively for the parking of airport employees' vehicles, excluding vehicles operated by Non-Based Crew Members. Employee Parking Permit: A permit or management card issued to airport employees to allow parking at designated parking facilities. Express Pick Up: Short duration parking facilities for the public and some ground transportation operators on Level 1 of	

Terminal A and Terminal B, open from 8:00 a.m. until midnight.

Ground Transportation Operations: The provision of being at the airport for the purpose of performing commercial ground transportation activity at the airport, as defined in the GTRR.

Impound Lot: A designated area intended for the short term storage of vehicles removed from the Terminal Complex, or as designated by the Director.

Non-Based Crewmembers: Airline flight crew members and employees who are not based at the Orlando International Airport.

Offsite Storage Facility: The storage facility specified in the Towing Service Contractor's contract.

Parking Facilities: The Parking Garages, the Economy Parking Lots, Express Pick Up, Valet Parking, and the Employee Parking Lot(s).

Parking Garage: Collectively, Garage A, Garage B, Garage C and the adjacent surface lot, and the Terminal Top Parking Garage.

Permit: A permit to conduct Ground Transportation Operations at the airport in accordance with the GTRR.

Terminal Complex: The terminal complex at the airport, as it currently exists and as it may be expanded, including central landside building, the remote airside buildings, the Parking Garage and surface parking areas, and any roadways, tunnels, or passageways connecting those buildings or areas.

Towing Service Contractor: A person or entity with whom or which the Aviation Authority enters into an agreement for the provision of towing services.

Valet Parking: Parking facility on Level 1 of the Terminal Complex at the hotel motor court or any other parking facility where parking is arranged through the valet service provider.

**Time Limit for
Public Parking**

Cell Phone Lots: Vehicles left unattended, left parked overnight, and Commercial Ground Transportation Vehicles without a Permit shall be subject to immediate removal at the

**Operational Procedure:
Removal of Vehicles**

**Section 770.01
Operations**

**Facilities and Cell
Phone Lots**

expense of the vehicle owner in accordance with the terms of this policy.

Express Pick Up: Vehicles parked in Express Pick Up after 2:00 a.m. and before 8:00 a.m. shall be subject to removal at the expense of the vehicle owner in accordance with the terms of this policy.

Economy Parking Lots: Vehicles parked in any Economy Parking Lot: 1) Ten days after the Aviation Authority closes operation of an Economy Parking Lot if the lot is not operated year around, or 2) in excess of 90 days shall be subject to removal at the expense of the vehicle owner in accordance with the terms of this policy. If a vehicle is removed from an Economy Parking Lot for the reason set forth in (1) above, the vehicle will be treated as a vehicle removed for Aviation Authority Necessity.

Parking Garage: Vehicles parked in excess of 45 days in any space in the Parking Garage are parked in excess of the time limit and shall be subject to removal at the expense of the vehicle owner in accordance with the terms of this policy.

Valet Parking: Vehicles parked in excess of 45 days in any space in Valet Parking are parked in excess of the time limit and shall be subject to removal at the expense of the vehicle owner in accordance with the terms of this policy.

**Time Limit for
Employee Parking
Lot**

Authorization to park in an Employee Parking Lot operated by the Aviation Authority is provided by an employee parking permit which is valid for one month. The permit is valid for the month shown and through the first five days of the following month. Displaying the permit is required when entering, as well as any time parked in, the Employee Parking Lot. Any vehicle not displaying a valid permit will be subject to removal at the expense of the vehicle owner in accordance with the terms of this policy. Vehicles parked in excess of 65 days in any space in the Employee Parking Lot are parked in excess of the time limit and shall be subject to removal at the expense of the vehicle owner, in accordance with the terms of this policy. No vehicles should be stored in the Employee Parking Lot at any time.

**Posting of Time
Limit**

Signs pertaining to this policy shall be posted conspicuously outside each Parking Facility. The signs shall state the time limits for parking in such Parking Facility and notify users that vehicles parked in excess of the limits are subject to removal by

**Section 770.01
Operations**

**Operational Procedure:
Removal of Vehicles**

towing at the vehicle owner's expense. The Director may grant or withhold permission to park for a period in excess of the posted time limit in his/her discretion.

**Enforcement of
Aviation Authority
Necessity**

The Director shall have the right to remove any vehicle from any Parking Facility or any other area on Airport property at any time in the case of Aviation Authority Necessity. If a vehicle is removed because of Aviation Authority Necessity, the Director will generally relocate the vehicle to the Impound Lot or another Parking Facility on Authority property but may, in his or her discretion, instruct the Towing Service Contractor to remove the vehicle to the Offsite Storage Location.

**Enforcement of
GTRR**

Vehicles used to conduct Ground Transportation Operations without a Permit issued pursuant to the GTRR shall be removed at the vehicle owner's expense in accordance with this policy and the GTRR.

**Inventories
Maintained by the
Aviation Authority
or Its Agents**

The Aviation Authority or its agents shall maintain an inventory of the license plates of vehicles parked in the Parking Garages, Economy Parking Lots, and Valet Parking. The Aviation Authority or its agents shall also maintain a list of vehicles whose owners have been granted authorization to park for longer than the authorized time limit in the Parking Garages, the Economy Parking Lots, or Valet Parking and designate those vehicles as such on his/her inventory list. The Aviation Authority or its agents shall maintain a list of all vehicles removed by the Towing Service Contractor.

**Time Limits for All
Other Areas**

Vehicles parked in any other area than those listed in this section shall be subject to removal as provided by statute, law, ordinance, rule, posted signs, or regulation governing the Aviation Authority and the property upon which Orlando International Airport is located including, but not limited to, TSA regulations, order, rules or guidelines and the Aviation Authority's GTRR, as amended. Vehicles parked and/or left at any location on the airport premises other than the Parking Facilities or any other parking space in which the vehicle is authorized to park, shall be deemed to be parked improperly and shall be subject to removal by the Director at such time and in such manner as the Director, in his or her sole discretion, determines is appropriate.

**Towing Service
Contractor**

Parking in Excess of Time Limit Tow: The Towing Service Contractor shall not remove a vehicle for parking in excess of time limits without written authorization from the Director.

Written authorization shall be delivered by mail, email, facsimile, or in person, and shall confirm any verbal authorization provided.

The Towing Service Contractor shall remove a vehicle for parking in excess of time limits within the following time limits: 1) if the need for removal is a result of a vehicle being left in a Parking Garage in excess of 45 days, in an Economy Parking Facility in excess of 90 days, in Valet Parking in excess of 45 days, or in the Employee Parking Lot in excess of 65 days, within 48 hours of receipt of such first notice; and 2) in all other circumstances within four hours of receipt of such first notice. The vehicle shall be taken to the Offsite Storage Location.

Upon removal of a vehicle, the Towing Service Contractor shall be responsible for the vehicle, its contents, and any damage that occurs to the vehicle, either during the removal or after it is removed.

Aviation Authority Necessity Tow: The Towing Service Contractor shall remove a vehicle within 30 minutes of receipt of the Director's first notice, whether written or verbal. Such notice, if verbal, shall be confirmed by written authorization delivered by email, or in person. The vehicle shall be taken to the Impound Lot or another Parking Facility on Aviation Authority property but may, in the discretion of the Director, be removed to the Offsite Storage Location.

GTRR Enforcement Tow: The Towing Service Contractor shall remove a vehicle pursuant to a request by a Ground Transportation Agent in connection with enforcement of the GTRR. The Towing Service Contractor shall remove the vehicle within 15 minutes of receiving the request. The vehicle shall be taken to the Offsite Storage Facility.

Within 30 minutes of removing a vehicle, the Towing Service Contractor shall call the Airport's Communications Center at 407-825-2065 for notification of the tow. The notification shall include the storage site, date and time of the towing, and make, model, color and license plate of the vehicle. The information shall be provided to the Orlando Police Department – Airport Division through the Communications Center.

The Towing Service Contractor shall be authorized to hold, release, sell, or otherwise dispose of a vehicle removed in

accordance with this policy, its contract with the Aviation Authority, and Florida law. In instances where a vehicle is towed to the Offsite Storage Location, the Towing Service Contractor will hold the vehicle for not less than the time periods listed in Florida Statute 713.78, as it may be amended before being authorized to sell, or otherwise dispose of, a vehicle.

The accrued parking fees of vehicles removed from the Parking Garages, Economy Parking Lots, and Valet Parking by the Towing Service Contractor shall be limited to the fees accrued for the durations outlined in the Time Limit for Public Parking Facilities section of this policy. The Aviation Authority shall be entitled to take a credit equal to these accrued fees on the Towing Service Contractor's invoice following the month of removal of a vehicle.

**Release of Towed
Vehicles**

If a vehicle has been removed for parking in excess of the time limits prescribed by this policy, the Towing Contractor, in accordance with this policy and its contract with the Aviation Authority, may release the vehicle to the owner or lessee to whom a vehicle is registered and those authorized by him or her to operate the vehicle upon full payment to the Towing Contractor of any accrued parking fees (as limited in the above paragraphs), towing fees, administrative fees, and storage fees; however, the right to remove such vehicle shall not extend to a lienholder, lessor, or owner by default of any written or oral agreement.

If a vehicle has been removed for Aviation Authority Necessity, the Aviation Authority may release the vehicle to the owner or lessee to whom a vehicle is registered and those authorized by him or her to operate the vehicle, upon full payment to the Aviation Authority of any accrued parking fees and towing fees.

If a vehicle has been removed as a result of enforcement of the GTRR, the Towing Contractor may release the vehicle to the owner or lessee to whom a vehicle is registered upon full payment of the towing fee and any applicable storage costs, in accordance with this policy and the GTRR.

**Removal by
Persons Other than
Towing Service
Contractor**

No person or entity other than the Towing Service Contractor shall be authorized to remove any vehicle from any Parking Facility unless such person or entity pays to the Aviation Authority all accrued parking fees.

**Operational Procedure:
Removal of Vehicles**

**Section 770.01
Operations**

An owner or lessee to whom a vehicle is registered and those authorized by him or her to operate the vehicle may remove a vehicle upon full payment to the Aviation Authority of any accrued parking fees; however, the right to remove such vehicle shall not extend to a lienholder, lessor, or owner by default of any written or oral agreement.

A lienholder, lessor, owner by default of any written or oral agreement, or repossession company may remove a vehicle from a Parking Facility only upon (1) exercise of a Writ of Replevin or any other valid court order specifically identifying the subject vehicle and (2) full payment to the Aviation Authority of any accrued parking fees. A lienholder, lessor, owner by default of any written or oral agreement, or repossession company may obtain possession of a vehicle without exercising a Writ of Replevin or any other valid court order only from the Towing Service Contractor once the Towing Service Contractor removes the vehicle from a Parking Facility upon instruction from the Director and pursuant to the Towing Service Contractor's operational procedures.

The Orlando Police Department, through its towing contractor, may remove and impound a vehicle if the vehicle has been reported stolen by a law enforcement agency or if the vehicle is associated with a criminal activity and is required to be impounded for evidence. Accrued parking fees shall be waived for vehicles involved in criminal activity or that have been reported stolen and recovered by the Orlando Police Department.

**Parking Lot
Contractor**

The person or entity with which the Aviation Authority contracts to manage any Parking Facility shall take all reasonable steps to assure that vehicles are removed from any Parking Facility in accordance with this policy.

**APPROVAL AND
UPDATE HISTORY**

**Format and
Re-Numbering**

Aviation Authority Board: August 28, 1991 (4R)

Last Approval

Chief Executive Officer: October 12, 2021
Aviation Authority Board: December 10, 2014

Supersedes

All Previous

Marie Winkler
Oct 12 2021 1:36 PM

 DocuSign

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 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.

4.2 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.

4.3 Lobbying Statement

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

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

4.4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 Discounts

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

4.9 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.

4.10 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.

4.11 Taxes

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

4.12 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.

4.13 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.

4.14 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

4.24 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.

4.25 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.

4.26 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

4.27 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.

4.28 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.

4.29 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.

4.30 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.

4.31 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.

4.32 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.

4.33 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.

4.34 Contract Termination

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

a. Termination for Cause

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

b. Termination for Convenience of Aviation Authority

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

c. Termination for Convenience of Contractor

Contractor may terminate this Contract by giving at least 180 days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the

end of Termination Date and shall be paid for the services performed through the Termination Date.

4.35 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.

4.36 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.

4.37 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.

4.38 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.

4.39 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.

4.40 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.

4.41 Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLCRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and

at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

4.42 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>

4.43 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, may require the following:

- 1) Access to Records. The following access to records requirements apply to this Contract:
 - a) The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
 - d) In compliance with the Disaster Recovery Act of 2018, the non-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

3) **No Obligation by Federal Government.**

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

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

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

5.0 CONTRACT

5.1. Contract Instructions

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

5.2. Contract

This Agreement/Contract is made and entered into effective as of the ____ day of 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and _____, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, materials, signage, equipment, facilities, tools and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing Bid 19-22, Vehicle Towing and Storage Services, at the Orlando International Airport**, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

Official Seal

By: _____

Its: _____

Date: _____

Attest:

Secretary

"CONTRACTOR"

WITNESSED BY:

(Name of Contractor)

(Seal)

By: _____

(Signature of Owner or General Partner)

Its: _____

(Title)

Name of Owner or General Partner Printed
or Typed

Date: _____

Performance Bond No.:_____

Performance Bond Expiration Date: _____

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that _____

_____, hereinafter called Principal, and

_____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of **Two Hundred Thousand Dollars (\$200,000.00)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for **Purchasing Bid 19-22,Vehicle Towing and Storage Services at Orlando International Airport**, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

Principal (Name of Contractor)

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

(Seal)

Name of Surety

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

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

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

Secretary

(Corporate Seal)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **\$200,000.00**

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 19-22 for Vehicle Towing and Storage Services at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Contract"); and
- B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
- C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Contract in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Irrevocable Stand-by Letter of Credit
Page 2

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

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

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

(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT A

**GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM**

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

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

- A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain **Contract, 19-22, Vehicle Towing and Storage Services at Orlando International Airport**, by and between the Company and the Aviation Authority (the "Contract").
- B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals \$ _____; or
- C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Contract in accordance with such terms, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this _____ day of _____, 20_____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____

6.0 **BID SUBMITTALS/ ATTACHMENTS**

6.1 **Bid Opening**

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids** must be submitted no later than **3:00 p.m. EST, Wednesday, December 08, 2021** in sealed envelopes bearing the words **"Purchasing Bid 19-22 , Vehicle Towing and Storage Services, at the Orlando International Airport."**
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:

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

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

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

6.2 **Delivery of Bid**

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

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

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

6.3 **Bid Submittals**

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

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

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

Attachment A - Bidder's Certification

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

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

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

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

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

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

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

Attachment B - Bid Price Form

**BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 19-22**

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, materials, signage, equipment, facilities, tools and all other items necessary or proper for, or incidental to, performing Vehicle Towing and Storage Services described in the Contract Documents.

19-22, Vehicle Towing and Storage Services

TOTAL THREE (3) YEAR BID PRICE:

\$ _____

(Print Dollar Amount)

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

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

Attachment C - Addendum Receipt Verification

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company

Signature

Print Name

Title

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

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

2. AUTHORIZED SIGNATORIES

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

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

3. EXPERIENCE

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

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

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

5. TOOLS AND EQUIPMENT

Refer to Section 3.7 of the Specification, Page 26

[illegible]

6. LOCAL SERVICE FACILITY

Use this form to submit the address and description of Bidder's base operations and location of its storage facility to be utilized for the subject work (use additional pages if necessary).

a. Base of Operations Address:

b. Storage Facility:

Address and Description of Storage Facility where vehicles towed from Airport will be stored (include size, number of inside and outside spaces, security, lighting, manpower, hours of operation & type of ground surface):

Number of Inside Spaces: _____ Number of Outside Spaces: _____

Do you own the Storage Facility? Yes____ NO____

Do you lease the Storage Facility? Yes____ NO____

Do you neither own nor lease the Storage Facility, but have the right to buy or lease the Storage facility?

Yes____ NO____ (If yes, please attach evidence of such right)

c. Specification Compliance

Does your base of operations and storage facility(s) presently meet the Bid requirements?

Yes _____ No _____

If no, indicate which requirement cannot presently be met, and whether the requirement can be met by the start of work. Indicate below any variance no matter how slight and your plan for compliance afterward. Use additional pages if necessary not to exceed 5 pages.

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

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

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

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

Company

Signature

Print Name

Title

Attachment E - Conflict of Interest Disclosure Form

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

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

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Attachment G – MWBE/LDB Forms (not applicable)

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

Attachment H - Current W9

Request for Taxpayer Identification Number and Certification ►

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

Attachment I – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ATTACHMENT J

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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Attachment J - Letter of Bondability or Letter of Credit

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

Attachment K – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, **Purchasing Bid No 19-22. Vehicle Towing and Storage Services, for Orlando International Airport, opening at 3:00 p.m. EST, December 8, 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