



AB

MEETING NOTICE

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the May 25, 2022 Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. Approval of April 27, 2022 – Community Redevelopment Agency Advisory Board Meeting
4. Public Comment
5. New Business
 - a. Pedestrian Wayfinding – Mercedes Blanca, Project Manager
6. Date of Next Meeting
7. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
David Swanson
Eugene Jones
Kimberly Stewart
Doug Taylor
Commissioner Victoria Siplin

FROM: Thomas C. Chatmon Jr., Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: May 25, 2022

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for May 25, 2022.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the April 27, 2022 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:**New Business:****a. Pedestrian Wayfinding – Mercedes Blanca, Project Manager**

To accomplish the DTOutlook objectives of improving wayfinding for all users and promoting a superior pedestrian experience, CRA staff has been working on several wayfinding projects over the past few years. These include but are not limited to upgrades to the vehicular wayfinding system, lit parking signs on garages to increase visibility, and the soon to come Soofa Signs, of which there will be five strategically placed digital kiosks that will not only provide pedestrians directions to various key locations, but will also offer information on transit options, area events, and more. To further enhance the pedestrian experience, CRA staff worked with Applied, a spatial wayfinding company with over 20 years experience that has designed pedestrian wayfinding systems all over the world in some of the biggest cities including London, Rio de Janeiro, and Seoul to name a few.

CRA staff is interested in implementing the spatial design plan and kiosk conceptual design from the work with Applied and proposes utilizing the services of AC Signs, LLC to accomplish this. AC Signs, LLC is an Orlando-based company that was established in 2005 and has worked with the CRA on the design, fabrication, and installation of the above referenced vehicular wayfinding signs and parking garage signage. The company ownership brings over

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AB

30 years of experience in the sign business and is currently working on sizable projects at Orlando International Airport and Tampa International Airport. Please note that the Greater Orlando Aviation Authority (GOAA), through a competitive solicitation process, selected AC Signs, LLC as its continuing signage construction services contractor. CRA staff would like to use the GOAA contract for the purchase of the pedestrian wayfinding signs. For this system, AC Signs, LLC would provide the design, fabrication, and installation of 32 signs located throughout downtown. The sign's dimensions will be 8'x2'x8" and will have an aluminum frame.

Staff recommends that the CRA Advisory Board recommend to the CRA that it authorize the Chief Procurement Officer to contract with AC Signs, LLC for the purchase and installation of pedestrian wayfinding signage in the estimated amount of \$279,838.00 subject to the review and approval of the City Attorney's Office

Date of Next Meeting:

The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, June 22, 2022 at 3:00PM in the Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: The Community Redevelopment Agency (CRA) is interested in using the goods and services of AC Signs, LLC for the design, fabrication, and installation of pedestrian wayfinding signs throughout downtown Orlando. Staff is asking that this be done through piggybacking on the current contract with the Greater Orlando Aviation Authority (GOAA) Agreement for Continuing Signage Services.

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s).

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$279,838	\$0
Total Amount	\$279,838	\$0

Comments (optional): Costs for the design, fabrication, and installation of pedestrian wayfinding signs.

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	1250 F	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/CRA	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	CRA0023 P	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$279,838	\$0	\$0

MEMORANDUM

TO: Nodir Sadikov, Procurement & Contracts Division

THRU: Janeiro R. Coulter, MBE Division Manager *JR Coulter*

FROM: Kimberly Wyche, Contract Compliance Investigator II

DATE: April 14, 2022

SUBJECT: MBE Division Approval Memorandum

The Minority Business Enterprise Division concurs with the Procurement and Contracts Division and the Downtown Development Board/ Community Redevelopment Agency recommendations for the award of **C22-0027, Use of the Greater Orlando Aviation Authority (GOAA) Agreement for the Purchase of Signage Services with AC Signs, LLC.**

City MWBE Requirements do not apply to Cooperative Purchase Agreements (terms and conditions set by another awarding authority).

cc: David Billingsley, Chief Procurement Officer

EXECUTIVE OFFICES • MINORITY BUSINESS ENTERPRISE DIVISION

Orlando City Hall · 400 South Orange Avenue · Eighth Floor
PO Box 4990 · Orlando, FL 32802-4990
P 407.246.2623 · cityoforlando.net

Companies can demonstrate Good Faith Effort by achieving MWBE participation or providing documentation of their efforts to do so in such sufficiency that the expected outcome would be MWBE participation (but for they did not) or a combination thereof.



Memorandum

To: Nodir Sadikov, Purchasing Agent

From: Mercedes Blanca, CRA Project Manager

Date: April 18, 2022

Subject: Request to Piggyback on GOAA Agreement - AC Signs, LLC

The Community Redevelopment Agency (CRA) is interested in using the goods and services of AC Signs, LLC for the design, fabrication, and installation of pedestrian wayfinding signs throughout downtown Orlando. Staff is asking that this be done through piggybacking on the current contract with the Greater Orlando Aviation Authority (GOAA) Agreement for Continuing Signage Services.

The CRA is asking to use AC Signs, LLC for the following reasons:

- The pedestrian wayfinding sign system is an extension of a greater wayfinding system in downtown, much of which has already been rolled-out by AC Signs, LLC. As a result of their previous involvement in the wayfinding system downtown, they are familiar with the placement and messaging of the signs that are currently in place, plans for the pedestrian sign system, and the unique challenges of working in public right-of-way downtown.
- AC Signs, LLC has a proven track record with the CRA and City of Orlando of successfully completing signage projects of similar scope.
- AC Signs, LLC is capable of handling all aspects of the sign roll-out, streamlining and creating more efficient processes, and as a result, utilizing less CRA and City of Orlando staff resources.
- AC Signs, LLC is an Orlando-based business.

AC Signs, LLC
11100 Astronaut Blvd
ORLANDO, FL 32837 US
407-857-5564
angela@acsigns.com
www.acsigns.com



ADDRESS
City of Orlando
53 W Central Blvd
Orlando, FL 32801

SHIP TO
City of Orlando

Estimate 1861

DATE 02/15/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Fabrication of (32) non illuminated D/F pedestrian wayfinding signs	32	5,784.00	185,088.00
	Installation for signs #1, #16, #17, #19, #24, #25, #28, #29, #31 & #37	10	2,250.00	22,500.00
	Installation for signs #2, #3, #7, #11, #20, #21, #22, #23, #26, #32, #34 & #35	12	2,750.00	33,000.00
	Installation for signs #4, #5, #6, #12, #13, #14, #15, #27, #30 & #32	10	2,450.00	24,500.00
	Eng. Drawing	1	8,500.00	8,500.00
	Mobilization	1	6,250.00	6,250.00
SUBTOTAL				279,838.00
TAX				0.00
TOTAL				\$279,838.00

Accepted By

Accepted Date

GOAA DATE 1/19/2022
ITEM NO. 3.5
DOCUMENTARY # 101274

**ADDENDUM NO. 5
TO THE AGREEMENT
DATED MAY 15, 2019
BETWEEN
THE GREATER ORLANDO AVIATION AUTHORITY
AND
AC SIGNS, LLC**

Project: First Extension, Orlando International and Executive Airports

THIS ADDENDUM is effective this 26th day of January, 2022, by and between the **GREATER ORLANDO AVIATION AUTHORITY** ("Authority"), and **AC SIGNS, LLC** ("Contractor").

WITNESSETH:

WHEREAS, by Agreement dated May 15, 2019, Authority and Contractor entered into an agreement for Contractor to provide Continuing Signage Construction services; and

WHEREAS, the Authority and Contractor desire to enter into this Addendum to the Agreement to exercise the first extension and extend the Agreement for an additional one-year period.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Authority and the Contractor do hereby agree as follows:

1. The term of the first extension to the Agreement shall be for a period of one (1) year from May 15, 2022 to May 15, 2023, as more fully described in the attached Exhibit "A." Contractor shall perform all services authorized during the extension period in accordance with the terms and conditions set forth in the Agreement.
2. Except as expressly modified in this Addendum, the Agreement dated May 15, 2019 and all prior addenda will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Addendum as of the day and year first above written.

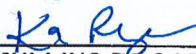
GREATER ORLANDO AVIATION AUTHORITY

By: 

Thomas W. Draper
Acting Chief Executive Officer

Approved as to Form and Legality
(for the benefit of GOAA only)

this 25 day of Jan, 2022

By: 
NELSON MULLINS BROAD AND CASSEL
Legal Counsel
Greater Orlando Aviation Authority

AC SIGNS, LLC

By: 

Signature (Duly Authorized Rep.)

Armando Chica
Printed Name

President
Title



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
11312 Terminal C Service Road
Orlando, Florida 32824

MEMORANDUM

TO: Members of the Construction Committee

FROM: Kathy Anderson, Manager, Contracts and Grants *KS*

DATE: December 7, 2021

SUBJECT: Request for Recommendation of Approval of No-Cost Addenda to the Continuing Signage Construction Services Agreements to Exercise the First One-Year Renewal Option

In April 2019, the Aviation Authority Board approved Continuing Signage Construction Services Agreements with the below firms. The provisions in the agreements include a base three-year term with two subsequent optional one-year renewal periods upon mutual agreement of the parties. Each firm's base agreement term expires as follows:

FIRM	EXPIRATION DATE
AC Signs, LLC	05/15/22
Media 1 Signs Inc.	05/28/22

In order to maintain these services on an as-needed basis for routine operations of the Airport, staff requires the services of the above-referenced firms. The firms were requested to provide their concurrence to exercise the first one-year renewal option (copies of which are attached).

It is requested that the Construction Committee recommend to the Aviation Authority Board approval of a No-cost Addendum to each of the Continuing Signage Construction Service Agreements with the firms listed above to extend each agreement for one year from the current expiration date.



11100 Astronaut Blvd.
Orlando, FL 32837
407-857-5564
407-857-5565

11/16/2021

To: Ms. Kathy E. Anderson,
Manager, Contracts & Grants GOAA
From: Cristian Parra, AC Signs LLC
Re: Continuing Signage Construction Agreement dated 05/15/2019

Dear Ms. Anderson,

Please use this letter as notice that AC signs wishes to exercise our first one- year renewal option for the GOAA Continuing Sign construction contract.

If you have any questions in regards to this matter feel free to contact me directly at 407-857-5564. Thank you

Cordially,

A handwritten signature in blue ink, appearing to read 'C. Parra', with a stylized flourish at the end.

Cristian Parra, Operations Manager
AC Signs LLC
407-857-5564

\$40,673.75, which includes the not-to-exceed fee amount of \$20,628.00, and the not-to-exceed expense amount of \$20,045.75, with funding from previously approved Capital Expenditure Funds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL ENGINEERING CONSULTANT SERVICES AGREEMENT WITH MSE GROUP, LLC, TO PERFORM FY 2022 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) AND SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN UPDATES, AT ORLANDO EXECUTIVE AIRPORT.

17. Mr. Carrington presented the memorandum, dated December 7, 2021. Discussion ensued.

Upon motion of Mr. Hunt, second by Mr. Gilliam, vote carried to approve an Addendum to the Continuing Environmental Engineering Consultant Services Agreement with MSE Group, LLC to perform FY 2022 Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention Control and Countermeasures (SPCC) Plan Updates, for the total lump sum amount of \$20,000.00, which includes the not-to-exceed fee amount of \$19,864.00, and the not-to-exceed expense amount of \$136.00, with funding from OEA Revenue Funds.

REQUEST FOR APPROVAL OF AN ADDENDUM TO THE CONTINUING ENVIRONMENTAL ENGINEERING SERVICES AGREEMENT WITH TERRACON CONSULTANTS, INC., FOR FY 2022 INDUSTRIAL USER DISCHARGE PERMIT, AT ORLANDO INTERNATIONAL AIRPORT.

18. Mr. Carrington presented the memorandum, dated December 7, 2021.

Upon motion of Mr. Gilliam, second by Mr. Pelletier, vote carried to approve An Addendum to the Continuing Environmental Engineering Services Agreement with Terracon Consultants, Inc. For FY 2022 Industrial User Discharge Permit, for the total lump sum amount of \$6,758.00, which includes the not-to-exceed fee amount of \$6,192.00, and the not-to-exceed expense amount of \$566.00, with funding from previously approve Operation and Maintenance Funds.

REQUEST FOR RECOMMENDATION OF APPROVAL OF NO-COST ADDENDA TO THE CONTINUING BUILDING ENVELOPE CONSULTING SERVICES AGREEMENTS TO EXERCISE THE SECOND AND FINAL ONE-YEAR RENEWAL OPTION.

19. Ms. Anderson presented the memorandum, dated December 7, 2021. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to recommend to the Aviation Authority Board approval of a No-Cost Addenda to the Continuing Building Envelope Consulting Services Agreements to Exercise the Second and Final One-Year Renewal Option.

REQUEST FOR RECOMMENDATION OF APPROVAL OF NO-COST ADDENDA TO THE CONTINUING CIVIL ENGINEERING CONSULTING SERVICES AGREEMENTS TO EXERCISE THE SECOND AND FINAL ONE-YEAR RENEWAL OPTION.

20. Ms. Anderson presented the memorandum, dated December 7, 2021. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to recommend to the Aviation Authority Board approval of a No-Cost Addenda to the Continuing Civil Engineering Consulting Services Agreements to Exercise the Second and Final One-Year Renewal Option.

REQUEST FOR RECOMMENDATION OF APPROVAL OF NO-COST ADDENDA TO THE CONTINUING SIGNAGE CONSTRUCTION SERVICES AGREEMENTS TO EXERCISE THE FIRST ONE-YEAR RENEWAL OPTION.

21. Ms. Anderson presented the memorandum, dated December 7, 2021. Discussion ensued.

Upon motion of Ms. Sharman, second by Mr. Hunt, vote carried to recommend to the Aviation Authority Board approval of a No-Cost Addenda to the Continuing Signage Construction Services Agreements to Exercise the First One-Year Renewal Option.

REQUEST FOR APPROVAL OF CONTRACTOR'S FINAL PAYMENT TO H.W. DAVIS CONSTRUCTION, INC. FOR V-00906, WEST CHECKPOINT VIDEO WALLS, AT THE ORLANDO INTERNATIONAL AIRPORT.

22. Chairman Ruohomaki presented the memorandum, dated December 7, 2021.



GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4392

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Davin D. Ruohomaki, Chairman, Construction Committee

DATE: January 19, 2022

ITEM DESCRIPTION

Recommendation of the Construction Committee to Approve No-Cost Addenda to the Continuing Signage Construction Services Agreements to Exercise the First One-Year Renewal Options

BACKGROUND

In 2019, the firms providing Continuing Signage Construction Services were selected through a competitive award process. These services are procured on an as-needed or annual basis. The Aviation Authority's policy and procedure provides that construction firms may be engaged through continuing services agreements for construction projects with a value of \$4,000,000 or less.

On April 17, 2019, the Aviation Authority Board approved Continuing Signage Construction Services Agreements with the following five firms:

- AC Signs, LLC (*MWBE/LDB*)
- Media 1 Signs, Inc. (*LDB*)

These agreements provide continuing signage construction services which include, but are not limited to, the layout, fabrication, programming and installation of new and the replacement of outdated and obsolete static wayfinding signage (sign cans and/or sign panels) for interior, exterior, roadway, and other public facility work. This work may also include dynamic signage with head-end and network installation as well as low and high voltage sign power requirements, interactive signs, video walls, and other forms of the new messaging technologies.

The terms of these continuing agreements include a three-year service agreement with optional renewal periods of two additional one-year terms upon mutual agreement of the Aviation Authority and the contractor.

The current agreements will expire as follows:

Firm	Expiration Date
AC Signs, LLC	May 15, 2022
Media 1 Signs, Inc.	May 28, 2022

Both firms have been responsive to the Aviation Authority's needs.

ISSUES

To maintain continuing signage construction services on an as-needed basis, the first renewal option is required for each of the agreements. In response to the Aviation Authority's notification, both firms have provided a letter of concurrence of the first one-year renewal option.

On December 7, 2021, the Construction Committee recommended approval of a No-Cost Addendum to each of the Continuing Signage Construction Services Agreements to exercise the first one-year renewal option, as outlined in the memorandum.

ALTERNATIVES

The Aviation Authority Board could request staff to advertise for new Continuing Signage Construction Services.

FISCAL IMPACT

There is no fiscal impact for these addenda. Future addenda will be based on specific tasks of work as assigned with approved funding source.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Construction Committee and (1) approve a no-cost Addendum to the Continuing Signage Construction Services Agreement with AC Signs, LLC to exercise the first one-year renewal option and extend the Agreement to May 15, 2023; (2) approve a no-cost Addendum to the Continuing Signage Construction Services Agreement with Media 1 Signs, Inc. to exercise the first one-year renewal option and extend the Agreement to May 28, 2023; and, (3) authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.

AGREEMENT
FOR
CONTINUING
SIGNAGE CONSTRUCTION SERVICES

**Orlando International Airport
Orlando Executive Airport
and other facilities operated by the Authority**

by and between

**THE GREATER ORLANDO AVIATION AUTHORITY
and
AC SIGNS, LLC**



**AGREEMENT
FOR
CONTINUING SIGNAGE CONSTRUCTION SERVICES**

THIS AGREEMENT, effective this 15th day of May, 2019, 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 referred to as "Authority"), and **AC Signs, LLC** (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the Authority wishes to employ the services of the Contractor to provide continuing signage construction services; and

WHEREAS, the Authority has given public notice of the services to be rendered pursuant to this Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this Agreement shall constitute a "continuing contract" as defined under the policies and procedures of the Authority; and

WHEREAS, the Contractor is qualified, willing and able to perform the services required on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties do hereby agree:

**SECTION I
Services to be Provided by the Contractor**

The Contractor hereby agrees to perform the layout, fabrication, programming and installation of new and the replacement of outdated and obsolete static wayfinding signage (sign cans and/or sign panels) for interior, exterior, roadway and other public facility work. This work may also include dynamic signage with head-end and network installation as well as low and high voltage sign power requirements, interactive signs, video walls, and other forms of the new messaging technologies and other work normally associated with signage construction at the Orlando International Airport, the Orlando Executive Airport, and other facilities operated by the Authority, to be determined on an as-needed basis. The services to be rendered by the Contractor will be provided on a continuing basis, although the Authority is not obligated to obtain such construction services on a continuing basis from the Contractor.

Services which may be performed under this Agreement are limited to those projects for which the construction costs do not exceed \$2,000,000, or such other amount as may be established by the Authority, and for which the Authority elects not to publicly advertise for competitive bids or proposals from all interested firms and individuals. In the event of a valid public emergency, Signage contractors may also be utilized for construction projects for which construction costs exceed \$2,000,000.

Projects under \$300,000 may be awarded through direct negotiations via a Job Order Construction Service Addendum and will include by reference the standard Contract Documents attached hereto unless the specific award provides otherwise. These standard documents may be amended from time to time.

It is expressly understood that the Authority is not obligated to utilize the services of the Contractor for any particular project at the Orlando International Airport, the Orlando Executive Airport, or any other facility operated by the Authority, and the Authority is entitled to seek competitive bids or proposals through open advertisement for any vertical construction work. Additionally, nothing herein is intended to prohibit the

Contractor from submitting bids or proposals on any projects for which the Authority seeks competitive bids or proposals through open advertisement.

SECTION II Compensation for Services

Compensation for services provided under this Agreement shall be determined and incorporated into an addendum on one of the following bases, as appropriate:

- a. **Lump Sum Bid or Proposal Amount.** A fixed, lump sum bid or proposal amount submitted by the Contractor guaranteeing completion of the project in accordance with the requirements of the bid or proposal documents, or
- b. **Not-to-Exceed Bid or Proposal Amount.** A not-to-exceed bid or proposal amount submitted by the Contractor, which may include allowances, guaranteeing completion of the project in accordance with the requirements of the bid or proposal documents, or
- c. **Not-to-Exceed Unit Price Bid or Proposal.** A not-to-exceed unit price bid or proposal submitted by the Contractor in accordance with the requirements of the bid or proposal documents, with fees to be based upon the unit prices submitted in the bid or proposal and the total amount of labor, materials or services necessary to complete the project.
- d. **Not-to-Exceed On-call Proposal.** A not-to-exceed on-call proposal submitted by the Contractor in accordance with the requirements of the proposal documents, with fees to be based upon the unit prices submitted in the proposal or the actual cost of labor, materials or services necessary to complete the project.

SECTION III Notices

All notices required to be given by the Authority to the Contractor hereunder shall be in writing and shall be given either by hand delivery or by United States mail, postage prepaid, addressed to:

Mr. Christian Parra
AC SIGNS, LLC
11100 Astronaut Blvd.
Orlando, FL 32837

All notices required to be given to the Authority hereunder shall be in writing and shall be given either by hand delivery to the Director of Construction of the Authority or by United States mail, postage prepaid, addressed to:

Mr. D. Michael Patterson
Director of Construction
Greater Orlando Aviation Authority
5850-B Cargo Road
Orlando, FL 32827-4399

Either party may change its address for purposes of this paragraph by written notice to the other party given in accordance with the requirements of this paragraph.

SECTION IV Term

The term of this Agreement shall be for a period of three (3) years from the date first written above. The Authority, with the mutual agreement of the Contractor, may elect to renew this Agreement for two (2) additional

one (1) year periods. The Contractor shall perform all services authorized during any renewal period in accordance with the terms and conditions set forth herein.

SECTION V

Material Interest

Unless otherwise declared hereto, the Contractor warrants to the Owner that no member, officer or employee of the Owner has any material interest (as defined in Florida Statutes Section 112.312(1)), either directly or indirectly, in the business of the Contractor to be conducted under the Contract, that for contracts being funded in whole or in part by the Florida Department of Transportation, no person who has within the past year been a member, officer or employee of the Owner has any material interest, either directly or indirectly, in the business of the Contractor to be conducted under the Contract, and that no such persons shall have any such interest at any time during the term hereof.

SECTION VI

Public Entity Crimes Acknowledgement

Contractor acknowledges the following notice: "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 or 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 any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

SECTION VII

Performance and Payment Bonds

If required, a Performance Bond and a Payment Bond in Owner's format for the total Contract Price, will be required for the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; and b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract. Attorneys-in-fact who sign Performance Bonds and Payment Bonds, must file with such Bonds a certified copy of their power-of-attorney to sign the bonds. All bonds must be countersigned by a resident Florida agent of the Surety, with power of attorney attached.

The Penal Sum of the Performance Bond and the Payment Bond shall be increased or decreased during the course of the Work in the event that modifications, change orders or addenda increase or decrease the total Contract Price so that the Penal Sum of each bond shall be in an amount equal to the completed Contract Price at the completion of the Work.

The Bonds shall be exactly in the forms contained in the Contract Documents, and written through a licensed Florida agency on behalf of a surety company licensed to do business in the State of Florida, meeting the following requirements:

a. Qualification - Management and Strength: For Contracts in which the Contract Sum exceeds \$100,000, the Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901.

b. Bonding Limit - Any One Risk: The bonding limit of the Sureties shall not exceed five percent (5%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Insurance Guide.

SECTION VIII Insurance Requirements

Contractor shall purchase and maintain in force during the term of this Contract, at its own cost and expense, insurance with the following minimum limits. Excessive deductibles may be allowed, provided the insurer is required to pay claims from first dollar at 100% of value without a requirement that the insured party pay its deductible prior to that time. Contractor shall furnish documentation of the below insurance limits on a form acceptable to the Owner along with a copy of the additional insured endorsement. Any deductible or self-insurance retention should be indicated on the certificate of insurance. Additionally, the Authority's Statement of Agent or Broker shall accompany each Certificate of Insurance.

<u>Type of Policy</u>	<u>Limits</u>
Commercial and Contractual General Liability: Maximum Deductible or Self-insured Retention:	\$5,000,000 \$10,000
Automobile Liability: Maximum Deductible or Self-insured Retention:	\$5,000,000 \$10,000
Workers Compensation and Employers' Liability	Statutory Limit \$500,000 each accident \$500,000 disease-policy limit \$500,000 disease-each employee

SECTION IX Termination

The Authority may terminate this Agreement in whole or in part at any time for its convenience, and in its sole discretion, by giving the Contractor seven (7) days written notice. The Authority shall have the right, in that event, to take over any or all of the Contractor's material, supplies, equipment, or Subcontractors in order to complete any ongoing work and the Contractor shall assign to the Authority such material, supplies, equipment, or Subcontracts/purchase orders. The Contractor shall proceed to complete any part of any ongoing work, as directed by the Authority, and shall attempt to settle all Subcontract or Supplier claims and obligations under the Contract with the Authority. The Contractor shall be compensated by the Authority for the Contractor's reasonable costs actually expended and profit earned on work that has been fully completed and accepted by the Authority. There is no entitlement to anticipatory profits, unless agreed to by the Authority as part of a final Contract Modification that fully resolves all outstanding issues on the Project. The Contractor shall substantiate its request for payment as requested by the Authority.

The Authority may also terminate the Agreement for cause if it determines that the Contractor has:

- 1) failed to perform work in accordance with the contract documents; failed to provide a sufficient number of adequately skilled workers or supervisory staff who actively staff the job and prosecute work, or failed to have available at the site proper equipment or materials to assure completion of work in accordance with the terms of the contract documents,
- 2) performed work unsuitably or neglected or refused to remove materials or to perform anew such work as may be rejected as unacceptable or unsuitable,
- 3) failed to commence work, maintain adequate progress towards completion of the work or discontinue the prosecution of the work,

- 4) failed to carry out the requirements of the Authority's MWBE, LDB or DBE Participation Program,
- 5) allowed any final judgment against it to remain unsatisfied for a period of thirty (30) days,
- 6) made an assignment for the benefit of creditors,
- 7) failed to make timely payments to any Subcontractor or Supplier without good cause,
- 8) consented to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Contractor,
- 9) been the subject of any order or decree of any court or governmental authority or agency having jurisdiction, appointing a receiver, trustee or liquidator to take possession or control of all or substantially all of the Contractor's property for the benefit of creditors,
- 10) failed to maintain acceptable bonds, including, if at any time the Surety executing any bond is determined by the Authority to be unacceptable and the Contractor fails to furnish an acceptable substitute Surety within ten (10) business days after notice from the Authority. This ten (10) day notice and cure period is in lieu of the seven (7) day period set for the in the following paragraph,
- 11) otherwise breached a material term of this Agreement,
- 12) for any other cause explicitly provided for in this Contract as a cause for termination.

When any of the above reasons exists, the authority may without prejudice to any other rights or remedies of the Authority and after giving the Contractor and the Contractor's Surety seven (7) days written notice and provided that the Contractor, within such seven (7) day period, has not commenced in good faith to cure such cause or breach to the satisfaction of the Authority (or if having commenced such cure, is not proceeding diligently to complete such cure to the satisfaction of the Authority), terminate this Contract, in whole or in part, and may, subject to any prior rights of the Surety, finish work by whatever reasonable method the Authority may deem necessary, including taking possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor.

If the Contractor is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, Owner may terminate this Contract for cause and without the opportunity to cure, or for Contracts of One Million Dollars (\$1,000,000.00) or more, Owner may terminate this Contract for cause and without the opportunity to cure if the Contractor is found to have submitted a false certification or 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 is engaged in business operations in Cuba or Syria.

SECTION X DBE/MWBE/LDB Requirements

The Authority has adopted a Non-Federally Funded Minority and Women Business Enterprise ("MWBE") Participation Program which is attached hereto as Exhibit "B." It is the policy of the Authority that MWBE firms shall have the maximum opportunity to participate in the performance of this Agreement and the Authority has established a MWBE Participation Goal of 25% for projects under this Agreement.

The Authority has adopted a Local Developing Business ("LDB") Policy which is attached hereto as Exhibit "C." The policy requires Bidders to ensure that LDB firms have an opportunity to participate in the performance of

this Agreement and the Authority has established an LDB Participation Goal of 2.5% for projects under this Agreement.

The Authority has adopted a "Disadvantaged Business Enterprise Participation Program" for projects funded by the Florida Department of Transportation and which is attached hereto as Exhibit "D." It is the policy of the Authority that DBE firms shall have the maximum opportunity to participate in the performance of this Agreement and the Authority has established a DBE Participation Goal of 16% for projects under this Agreement. This goal may be amended during the term of this Agreement.

The Authority has adopted a Non-Federally Funded Veteran Business Enterprise ("VBE") Policy which is attached hereto as Exhibit "E." It is the policy of the Authority that VBE firms shall have equitable opportunity to participate in the performance of this Agreement. No percentage goal has been set for projects under this agreement.

SECTION XI E-Verify Requirements

The Contractor hereby certifies it will utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System, in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor, during the term of the Contract, to perform employment duties within Florida. The Contractor specifically represents that it will not discontinue use of the System until every Contract with the Authority has reached Final Completion and all contractual obligations have been fulfilled. The Contractor further certifies that it will include this provision in each Subcontract that involves work for the Authority.

SECTION XII Scrutinized Company Certification

By entering into this Contract, entering into any addendum to this Contract, or by submitting a bid or proposal:

- A. (applicable to all contracts, regardless of value) – Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended;

AND

- B. (applicable to contracts that may be \$1,000,000 or more) - Contractor hereby certifies that it is: (1) not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and (2) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

SECTION XIII Public Records

When the Contractor receives any request to inspect or copy any records that relate to this Contract, it shall promptly provide the Owner with a copy of the request. The Owner will respond to each such request on behalf of itself and the Contractor and the Contractor agrees to fully cooperate with the Owner with regard to all records requests and comply with all decisions made by the Owner regarding the production/disclosure. The Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the services being performed by the Contractor.
2. Upon request from the Owner's custodian of public records, provide the public with access to public records on the same terms and conditions that the Owner would provide the records and

at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, as amended, or as otherwise provided by law.

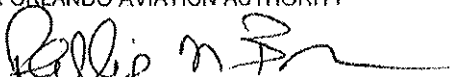
3. Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Contract term as well as following completion or termination of the Contract if the Contractor does not transfer the records to the Owner.
4. Upon completion or termination of the Contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain the public records required by the Owner and the law to perform the service. If the Contractor transfers all public records to the Owner upon completion or termination of the Contract, the Contractor shall 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 or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.
5. Failure to grant such public access or otherwise comply with the Owner's request for records will be grounds for immediate termination of this Contract by the Owner. In the event of such failure, the Owner shall also enforce the Contract provisions in accordance with this Contract.
6. Failure to provide the public records to the Owner within a reasonable time may also subject the Contractor to penalties under section 119.10, Florida Statutes.
7. If a civil action is filed against Contractor to compel production of public records relating to this Contract, Contractor will be solely responsible and liable for its attorney's fees and any resulting damages.

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 CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (407) 825-2032 (PHONE NUMBER); PUBLICRECORDS@GOAA.ORG (EMAIL ADDRESS); AND "GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS" ONE JEFF FUQUA BOULEVARD, ORLANDO, FLORIDA 32827.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have caused this Agreement to be executed and their corporate seals to be affixed hereto, effective as of the day and year first above written.

GREATER ORLANDO AVIATION AUTHORITY

By:


Phillip N. Brown, A.A.E., Chief Executive Officer

Approved as to Form and Legality (for the benefit of GOAA only)

this 14th day of May, 2019

By:


NESLON MULLINS BROAD AND CASSEL
Legal Counsel
Greater Orlando Aviation Authority

AC SIGNS, LLC

By:



Printed Name: Alvaro Chica

Title: Manager Managing Member

Exhibit "A" – Advertisement and Submission Requirements

Exhibit "B" – DBE Policy

Exhibit "C" – MWBE Policy

Exhibit "D" – LDB Policy

Exhibit "E" – VBE Policy

Exhibit "F" – Current Division 0, Division 1 and Specifications

Exhibit "G" – Certificate of Insurance and Statement of Agent or Broker

EXHIBIT "A"

Advertisement and Submission Requirements

**GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF CONTINUING SIGNAGE CONSTRUCTION SERVICES (W400)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS**

Pursuant to 2 CFR Part 200, Section 255.103, Florida Statutes, and the policies and procedures of the Greater Orlando Aviation Authority (the "Authority"), notice is hereby given that Letters of Interest are invited from signage contracting firms and individuals ("Proposers") to render **Continuing Signage Construction Services** (the "Services") under continuing contracts for signage construction projects ("Continuing Contracts") to the Authority at the Orlando International Airport, Orlando Executive Airport and other facilities operated by the Authority (the "Airport").

The scope of work to be performed under these Continuing Signage Construction Contracts includes, but is not limited to, the layout, fabrication, programming and installation of new and the replacement of outdated and obsolete static wayfinding signage (sign cans and/or sign panels) for interior, exterior, roadway and other public facility work. This work may also include dynamic signage with head-end and network installation as well as low and high voltage sign power requirements, interactive signs, video walls, and other forms of the new messaging technologies. The Continuing Contracts to be entered into between the Authority and the successful Proposers will be non-exclusive, and the Authority shall have the right to award any portion of the Services covered by this Advertisement to one or more firms and/or individuals.

A Pre-Submittal Conference will be held at 2:00 pm, January 29, 2019, in the Maintenance Shops Building, Greater Orlando Aviation Authority, 8648 Casa Verde Road, Orlando, FL 32827. The Services Scope, the Submission Requirements, the Minority and Women Business Enterprise (MWBE) Participation, Local Developing Business/Veteran Business Enterprise (LDB/VBE) Participation and Disadvantage Business Enterprise (DBE) Participation Program for the Letters of Interest and questions regarding the Services will be reviewed at the Pre-Submittal Conference. The Advertisement, Submission Requirements, Responses to inquiries and Pre-Submittal Conference minutes, will be made available on the Authority's website at:

<http://www.orlandoairports.net/airport-business/#business-opportunities>

The services referenced in this Advertisement are subject to approval by the Authority prior to any work or services being performed.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Frank Kruppenbacher
Aviation Authority Chairman

**GREATER ORLANDO AVIATION AUTHORITY
NOTICE OF CONTINUING SIGNAGE CONSTRUCTION SERVICES (W400)
ORLANDO INTERNATIONAL AND EXECUTIVE AIRPORTS**

SUBMISSION REQUIREMENTS

For scope of services and information regarding the Pre-Submittal Conference, refer to the Advertisement for subject services, which is available on the Greater Orlando Aviation Authority (Authority) website at:

<http://www.orlandoairports.net/airport-business/#business-opportunities>

It is the intention of the Authority to use Continuing Contracts for signage construction services on projects for which the contract amount does not exceed \$2,000,000.00, in accordance with the Authority's policies. When signage construction services are required, the Authority will either solicit bids from the Authority's signage continuing contractors or enter into direct negotiations for such projects. The scope of work and request for bids or proposals will be defined for each project. The selected firm or individual will be entitled to competitively bid on all other construction work publicly advertised by the Authority.

Written inquiries shall be directed to **Mr. Bradley Friel, Director of Planning, Greater Orlando Aviation Authority**, email: **W400ContSignage@goaa.org**. Questions received after close of business on February 12, 2019, will not be answered.

Interested Proposers are requested to submit twelve (12) printed copies and one (1) electronic PDF version* on compact disk (or single-layer DVD) of a Letter of Interest up to 2:00 p.m. local time on **February 21, 2019**, to the **Receptionist Office, Greater Orlando Aviation Authority, 5850-B Cargo Road, Orlando, FL 32827**. Any Letters of Interest received after the time and date stated above will not be considered and will be returned unopened. Letters of Interest shall be submitted in sealed packages clearly labeled, "**Letter of Interest for Continuing Signage Construction Services (W400)**".

***PDF submission requirements:** All documents shall be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. Layers shall not be preserved from CADD drawings. Scanned documents shall be created as PDF/A compliant, made text searchable and have a minimum resolution of 300 dpi. Submittals in PDF format shall have navigational bookmarks inserted in lieu of any tabs required in the hard copy. The entire submittal shall not exceed a single layer DVD disc. In cases where there are discrepancies between the PDF and hard copy, the hard copy shall take precedence.

LETTER OF INTEREST REQUIREMENTS

Letters of Interest in print form shall include the following: one (1) volume, addressing each numbered subsection in the order requested, indexed and clearly identified. The information submitted shall not exceed 25 one-sided 8-1/2"x11" pages in Arial font with no smaller than 12 pitch font. **Letters of Interest that are not in compliance with the requirements may be downgraded accordingly.**

1. **Proposing Entity Structure:** Proposer's Statement of the following:
- a) The name and address of the legal entity that will contract with the Authority if awarded the Agreement for the Services.
 - b) Name, address, Email address and telephone/fax numbers of one (1) individual to whom all future correspondence and/or communications will be directed.
 - c) A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship to perform the services for the Projects). If the Proposer is a joint venture or partnership, the Qualifying Experience in Section 4 may be satisfied by the Joint Venture, Partnership entity, or any member entity thereof. Please state whether the entity is currently in existence, is being formed specifically for this project, or whether it will be formed upon award. If it is formed specifically for this project or will be formed upon award, please provide a copy of the Joint Venture or Partnership Agreement. Important for Joint Ventures or Partnerships:
 - i. the Joint Venture or partnership must hold, in the name of the Joint Venture or partnership, the professional license as set forth in Section 7 below, and
 - ii. the Joint Venture or partnership must be the proposed policyholder of the insurance required in Section 5 below.

2. **MWBE/LDB/VBE/DBE Requirements:** All Proposers for non-federal and non-State of Florida funded projects are hereby notified that they must comply with (1) the Minority and Women Business Enterprise ("MWBE") program requirement as defined in the Authority's MWBE Policy; and, (2) the Local Developing Business/Veteran Business Enterprise ("LDB/VBE") program requirement as defined in the Authority's LDB/VBE Policy. All Proposers for federal and State of Florida funded projects are hereby notified that they must comply with the Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26, as referenced in the Authority's DBE Participation Program. The Policies and Forms for the MWBE, LDB/VBE and DBE Programs are available on the Authority's website:

http://www.orlandoairports.net/small_business

The Proposer shall prepare a written action plan that demonstrates the Proposer's understanding of the MWBE, LDB/VBE and DBE participation programs and how the Proposer will achieve the participation goals for these type of Services.

The Authority will establish MWBE, LDB/VBE or DBE Participation Goals of for each Bid and/or Negotiated project or scope.

Questions concerning the MWBE, LDB/VBE and DBE programs can be addressed to the Authority's Office of Small Business Development, Attn. Mr. George Morning, Director, Greater Orlando Aviation Authority, Orlando

International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, Email: george.morning@goaa.org, or to Mr. Somdat Jiawan, Manager, Small Business Programs, at Phone: (407) 825-3481, Email: sjiawan@goaa.org. Proposers shall be solely responsible for confirming MWBE and LDB/VBE, or DBE subcontractors' experience, capacity, certification and any other information related to the Project.

3. **Executive Brief:** Outline of the key personnel the Proposer intends to use in performing the required Services under the proposed Agreement, including:
 - a) A detailed narrative role description for key personnel proposed for these Services.
 - b) Resumes for key personnel showing the experience on comparable services or other relevant experience.
4. **Qualifying Experience:** A Project Experience Summary detailing current and past projects. Projects shall be of a similar nature and completed during the past five (5) years. Include the following:
 - a) The estimated construction value for each project.
 - b) Specify the key Proposer personnel's name, title, and description of his/her role on the listed projects.
 - c) Project completion date.
 - d) For each project, provide the name, title, address, Email address and phone/fax numbers for a reference contact person of the Proposer's client, preferably the owner of the facility, who is familiar with the Proposer's role on that project. Reference checks will be conducted on those projects and may be conducted on other projects.
5. **Insurance Requirements:** Include evidence of the Proposer's ability to provide the following insurance coverage, either by means of an existing policy, or other verifiable proof (Agent/Broker commitment letter):
 - a) Commercial General Liability (CGL) – Minimum of \$5,000,000 per occurrence and annual aggregate with maximum deductible or self-insured retention in an amount not exceeding \$10,000. The Policy shall include Completed Operations Coverage for five (5) years following completion of the Project, with no ISO Form 2294 Rider or other subcontractor error exclusion. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.
 - b) Automobile Liability – Minimum \$5,000,000 per occurrence with maximum deductible or self-insured retention in an amount not exceeding \$10,000. Any deductible or self-insurance retention should be indicated on the Proposer's certificate of insurance.

- c) Worker's Compensation - (statutory limit)
Employer's Liability: \$500,000 - each accident
\$500,000 disease - policy limit
\$500,000 disease - each employee

Policy terms must be acceptable to the Authority and must comply with the Authority's requirements for insurance.

6. **Bonding Capacity:** Provide an acknowledgement by the Proposer's Surety of the Proposer's ability to provide 100% Performance and Payment Bonds for a minimum of **Two Million Dollars (\$2,000,000)** for a single project together with evidence for maximum single project bonding capacity and Proposer's aggregate bonding capacity. The Surety must be rated no less than "A-" as to management and no less than "VIII" as to strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901. Information shall be provided by the Surety on behalf of the Proposer.
7. **Licensure:** Proposers must be licensed in accordance with Florida State law and shall be familiar with all applicable federal, State of Florida, Orange County, Florida, and City of Orlando codes, regulations and laws. Include the following:
- a) Copies of current, active Florida licenses held by the Proposer.
 - b) Copy of the Florida Secretary of State Certification.
8. **Additional Information:** Any additional information, which may be requested by the Authority at the Pre-Submittal Conference.

EVALUATION AND AWARD CRITERIA

Following submission, the Authority's Professional Services Committee (PSC) will review the Letters of Interest to determine a shortlist of Proposers that are deemed the most qualified, based on the qualification, availability, and past work of the Proposer(s), to perform the required Services. Among the factors that will be considered in selecting the Proposers who will be shortlisted are their qualifications, prior experience on similar Services, their past performance with the Authority (if applicable), their past performance with other entities, level and quality of small business participation, and the responses to the inquiries set forth above. The Authority reserves the right to solicit from available sources relevant information concerning a Proposer's past performance and may consider such information in its selection of the shortlisted Proposers.

Shortlisted Proposers shall be scheduled for an interview, presentation or both. Following the shortlisting, and interviews or presentations, the Authority shall make a final ranking and select in order of preference, based on the above information, weighing of the Consultants' Competitive Negotiation Act (CCNA) factors, and interview results, in order to select for award the most highly qualified Proposer(s) to perform the requested Services.

The Authority intends, but is not obligated, to enter into Continuing Contracts, as defined under Florida law and the Policies and Procedures of the Authority, with at least two (2) contractors for construction work, with the extent and scope of work to be performed under these contracts to be determined by the Authority on an as-needed basis. The term of these Continuing Contracts shall be for a period of three years with optional renewal periods of two additional one-year terms, to be exercised at the discretion of the Authority and accepted by both parties.

The Authority reserves the right to waive any informality in the Letters of Interest, to reject any and all Letters of Interest, to re-advertise for Letters of Interest or to elect not to proceed with the Services for any reason. All recommendations and decisions regarding award of the Services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. In accordance with Florida Statute 287.055 (10), the Authority declares that all or any portion of the documents and work papers prepared and submitted pursuant to this invitation shall be subject to re-use by the Authority.

ADDITIONAL INFORMATION

Proposer's personnel will be required to meet the Authority's requirements for security background checks. All personnel requiring unescorted access to a secure or sterile area of the airport must undergo a Criminal History Records Check (CHRC) and are subject to the requirements of Title 49 of the Code of Federal Regulations Part 1542 or 1544 and the Airport Security Improvement Act of 2000.

Proposers are hereby advised that individuals, who conduct lobbying activities with Authority employees or Board members, must register with the Authority each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1st of each year for the preceding year. As of January 16, 2013, lobbying any Authority Staff, who are members of any committee responsible for ranking Proposals, Letters of Interest, Statements of Qualifications or Bids and thereafter forwarding those recommendations to the Board and/or Board Members, is prohibited from the time that a Request for Proposals, Request for Letters of Interests, Request for Qualifications or Request for Bids is released to the time that the Authority Board makes an award. As adopted by the Authority Board on September 19, 2012, lobbyists are now required to sign in at the Authority offices prior to any meetings with Staff or Board members. In the event a lobbyist meets with or otherwise communicates with Staff or an Authority Board member at a location other than the Authority offices, the lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Director of Board Services within seven (7) calendar days of such lobbying. The policy, forms, and instructions are available in the Authority's offices and the website.

Pursuant to Section 287.133(2)(a), Florida Statutes, interested Proposers who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services for a public entity, may not be awarded a consultant contract and may not transact business with a public entity for services in excess of the threshold amount set forth in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

SCRUTINIZED COMPANY CERTIFICATIONS: By submitting a Letter of Interest, Statement of Qualifications or Bid, the Proposer certifies that: (a) (applicable to all agreements, regardless of value), it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended; and, (b) (applicable to agreements that may be \$1,000,000 or more), it is: (i) not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and, (ii) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

Authority Contracts require Contractors/Consultants to comply with the requirements of E-Verify. Contractor/consultants will be required to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the Contractor/Consultant, during the term of the Contract, to perform employment duties within Florida. Prime Contractors/Consultants are required to include an express provision in its Subcontractor/Subconsultant Agreements requiring the Subcontractors/Subconsultants to do the same.

GREATER ORLANDO AVIATION AUTHORITY

By:

Frank Kruppenbacher
Aviation Authority Chairman

EXHIBIT "B"

DBE Policy