



GREATER ORLANDO AVIATION AUTHORITY

Innovation Connecting the World

24-123-IFB AQUATIC WEED CONTROL SERVICES

Contract Term:

September 1, 2024 to August 31, 2029

Contractor: Bio-Tech Consulting, LLC

Contact: David Sieg

3025 E. South St.

Orlando, FL 32803

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407-894-5969

GOAA Dept.: Environmental & Planning

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407-825-3555

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ATTACHMENTS

This Agreement/Contract is made and entered into effective as of Aug 26, 2024, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and **BIO-TECH CONSULTING, 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 provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing **Aquatic Weed Control Services** for the Greater Orlando Aviation Authority performing its obligations under **Purchasing Contract 24-123-IFB** at the Orlando International Airport and the Orlando Executive Airport, in accordance with the Contract Documents which consist of the Contract, Price Pages, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Solicitation, each of which are incorporated herein by this reference.

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

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

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

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

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

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: 

box SIGN 1V3Q39J4-189XYZ25

Kevin J. Thibault

Name/Title: CEO

Date: Aug 26, 2024

"Contractor"

Bio-Tech Consulting, LLC

By: 

box SIGN 19W268JZ-189XYZ25

John Miklos

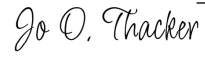
Name/Title: President

Date: Aug 22, 2024

APPROVED AS TO FORM AND LEGALITY

**For the use and reliance of the Greater Orlando
Aviation Authority, only.**

Name of Law Firm: Nelson Mullins Riley & Scarborough, LLP

By: 

box SIGN 1R68P9LP-189XYZ25

Partner

Date: Aug 22, 2024

Bio-Tech Consulting					
Line Item	Site	Quantity	UoM	UoM Price	Ext. Price
1	A-01	12	Month	\$ 271.04	\$ 3,252.48
2	A-02	12	Month	\$ 146.96	\$ 1,763.52
3	A-02.A	12	Month	\$ 20.00	\$ 240.00
4	A-03	12	Month	\$ 30.58	\$ 366.96
5	A-03.A	12	Month	\$ 58.52	\$ 702.24
6	A-03.B	12	Month	\$ 102.96	\$ 1,235.52
7	A-04	12	Month	\$ 20.00	\$ 240.00
8	A-05	12	Month	\$ 75.68	\$ 908.16
9	A-06	12	Month	\$ 25.74	\$ 308.88
10	A-07	12	Month	\$ 20.00	\$ 240.00
11	A-08	12	Month	\$ 20.00	\$ 240.00
12	A-09	12	Month	\$ 20.00	\$ 240.00
13	A-12	12	Month	\$ 20.00	\$ 240.00
14	A-13	12	Month	\$ 20.00	\$ 240.00
15	B-01	12	Month	\$ 51.70	\$ 620.40
16	B-02	12	Month	\$ 39.60	\$ 475.20
17	B-02.A	12	Month	\$ 20.00	\$ 240.00
18	B-06	12	Month	\$ 46.64	\$ 559.68
19	B-09	12	Month	\$ 186.78	\$ 2,241.36
20	B-10	12	Month	\$ 20.00	\$ 240.00
21	B-11	12	Month	\$ 42.90	\$ 514.80
22	B-13	12	Month	\$ 42.46	\$ 509.52
23	B-13.C	12	Month	\$ 22.66	\$ 271.92
24	B-17	12	Month	\$ 42.46	\$ 509.52
25	B-18	12	Month	\$ 131.78	\$ 1,581.36
26	B-24	12	Month	\$ 312.84	\$ 3,754.08
27	B-25	12	Month	\$ 56.32	\$ 675.84
28	B-26	12	Month	\$ 92.18	\$ 1,106.16
29	B-26.A	12	Month	\$ 143.44	\$ 1,721.28
30	B-27	12	Month	\$ 20.00	\$ 240.00
31	B-28	12	Month	\$ 20.00	\$ 240.00
32	B-29	12	Month	\$ 83.16	\$ 997.92
33	B-30	12	Month	\$ 1,351.46	\$ 16,217.52
34	B-33	12	Month	\$ 417.34	\$ 5,008.08
35	B-33.A	12	Month	\$ 99.66	\$ 1,195.92
36	B-33.B	12	Month	\$ 424.38	\$ 5,092.56
37	B-34	12	Month	\$ 187.88	\$ 2,254.56
38	B-34.A	12	Month	\$ 24.42	\$ 293.04
39	B-34.B	12	Month	\$ 27.94	\$ 335.28
40	B-34.C	12	Month	\$ 20.00	\$ 240.00
41	B-35	12	Month	\$ 359.48	\$ 4,313.76
42	B-41	12	Month	\$ 281.82	\$ 3,381.84
43	B-43	12	Month	\$ 20.00	\$ 240.00
44	B-44	12	Month	\$ 20.00	\$ 240.00

47	C-02	12	Month	\$ 573.54	\$ 6,882.48
48	C-03	12	Month	\$ 20.00	\$ 240.00
49	C-04	12	Month	\$ 20.00	\$ 240.00
50	C-05	12	Month	\$ 20.00	\$ 240.00
51	C-06	12	Month	\$ 20.00	\$ 240.00
52	C-07	12	Month	\$ 20.00	\$ 240.00
53	C-08	12	Month	\$ 20.00	\$ 240.00
54	C-09	12	Month	\$ 20.00	\$ 240.00
55	C-10	12	Month	\$ 20.00	\$ 240.00
56	C-11	12	Month	\$ 20.00	\$ 240.00
57	C-12.B	12	Month	\$ 20.00	\$ 240.00
58	C-12.C	12	Month	\$ 20.00	\$ 240.00
59	C-16	12	Month	\$ 20.00	\$ 240.00
60	C-17	12	Month	\$ 20.00	\$ 240.00
61	C-18	12	Month	\$ 20.00	\$ 240.00
62	C-19	12	Month	\$ 20.00	\$ 240.00
63	C-20	12	Month	\$ 20.00	\$ 240.00
64	C-25	12	Month	\$ 20.00	\$ 240.00
65	C-27	12	Month	\$ 20.00	\$ 240.00
66	C-28	12	Month	\$ 20.00	\$ 240.00
67	C-29	12	Month	\$ 1,171.72	\$ 14,060.64
68	C-29.A	12	Month	\$ 20.00	\$ 240.00
69	C-29.B	12	Month	\$ 46.86	\$ 562.32
70	C-30	12	Month	\$ 33.66	\$ 403.92
71	C-31	12	Month	\$ 51.04	\$ 612.48
72	C-31.A	12	Month	\$ 28.60	\$ 343.20
73	C-31.B	12	Month	\$ 40.70	\$ 488.40
74	C-34	12	Month	\$ 82.50	\$ 990.00
75	C-34.A	12	Month	\$ 650.54	\$ 7,806.48
76	C-35	12	Month	\$ 399.08	\$ 4,788.96
77	C-36	12	Month	\$ 20.00	\$ 240.00
78	C-38	12	Month	\$ 236.50	\$ 2,838.00
79	C-39	12	Month	\$ 165.22	\$ 1,982.64
80	C-40	12	Month	\$ 605.88	\$ 7,270.56
81	C-41	12	Month	\$ 100.54	\$ 1,206.48
82	C-42	12	Month	\$ 232.76	\$ 2,793.12
83	C-43	12	Month	\$ 125.62	\$ 1,507.44
84	C-44	12	Month	\$ 20.00	\$ 240.00
85	C-47	12	Month	\$ 22.88	\$ 274.56
86	C-48	12	Month	\$ 20.00	\$ 240.00
87	C-49	12	Month	\$ 49.50	\$ 594.00
88	C-50	12	Month	\$ 94.82	\$ 1,137.84
89	C-51	12	Month	\$ 79.42	\$ 953.04
90	C-52	12	Month	\$ 48.18	\$ 578.16
91	C-53	12	Month	\$ 139.48	\$ 1,673.76
92	C-54	12	Month	\$ 20.00	\$ 240.00
93	C-55	12	Month	\$ 20.00	\$ 240.00
94	C-56	12	Month	\$ 89.10	\$ 1,069.20
95	C-57	12	Month	\$ 283.80	\$ 3,405.60
96	C-58	12	Month	\$ 374.66	\$ 4,495.92

97	C-58.A	12	Month	\$ 32.12	\$ 385.44
98	C-59	12	Month	\$ 280.28	\$ 3,363.36
99	C-62	12	Month	\$ 133.10	\$ 1,597.20
100	C-63	12	Month	\$ 200.64	\$ 2,407.68
101	C-63.A	12	Month	\$ 61.82	\$ 741.84
102	C-63.B	12	Month	\$ 20.00	\$ 240.00
103	C-64	12	Month	\$ 38.94	\$ 467.28
104	C-66	12	Month	\$ 20.00	\$ 240.00
105	C-67	12	Month	\$ 70.40	\$ 844.80
106	C-67.A	12	Month	\$ 69.96	\$ 839.52
107	C-68	12	Month	\$ 46.42	\$ 557.04
108	C-69	12	Month	\$ 122.32	\$ 1,467.84
109	C-70	12	Month	\$ 35.20	\$ 422.40
110	C-71	12	Month	\$ 92.84	\$ 1,114.08
111	C-72	12	Month	\$ 184.58	\$ 2,214.96
112	C-73	12	Month	\$ 74.58	\$ 894.96
113	C-74	12	Month	\$ 42.46	\$ 509.52
114	C-75	12	Month	\$ 64.46	\$ 773.52
115	C-76	12	Month	\$ 74.14	\$ 889.68
116	C-77	12	Month	\$ 132.22	\$ 1,586.64
117	C-78	12	Month	\$ 38.50	\$ 462.00
118	C-79	12	Month	\$ 76.78	\$ 921.36
119	C-80	12	Month	\$ 40.48	\$ 485.76
120	C-81	12	Month	\$ 66.66	\$ 799.92
121	C-82	12	Month	\$ 160.60	\$ 1,927.20
122	C-83	12	Month	\$ 170.94	\$ 2,051.28
123	C-84	12	Month	\$ 327.80	\$ 3,933.60
124	C-85	12	Month	\$ 177.10	\$ 2,125.20
125	C-87	12	Month	\$ 20.00	\$ 240.00
126	C-88	12	Month	\$ 20.00	\$ 240.00
127	C-89	12	Month	\$ 93.50	\$ 1,122.00
128	C-91	12	Month	\$ 20.00	\$ 240.00
129	C-92	12	Month	\$ 27.28	\$ 327.36
130	C-93	12	Month	\$ 58.30	\$ 699.60
131	C-94	12	Month	\$ 129.80	\$ 1,557.60
132	C-95	12	Month	\$ 36.96	\$ 443.52
133	C-96	12	Month	\$ 115.72	\$ 1,388.64
134	C-97	12	Month	\$ 63.14	\$ 757.68
135	D-1	12	Month	\$ 20.00	\$ 240.00
136	D-2	12	Month	\$ 20.00	\$ 240.00
137	D-3	12	Month	\$ 92.84	\$ 1,114.08
138	D-4	12	Month	\$ 257.84	\$ 3,094.08
139	D-5	12	Month	\$ 38.28	\$ 459.36
140	D-6	12	Month	\$ 157.52	\$ 1,890.24
141	D-7	12	Month	\$ 52.80	\$ 633.60
142	D-8	12	Month	\$ 105.82	\$ 1,269.84
143	D-9	12	Month	\$ 73.26	\$ 879.12
144	D-10	12	Month	\$ 30.80	\$ 369.60
145	D-11	12	Month	\$ 42.68	\$ 512.16
146	D-12	12	Month	\$ 168.30	\$ 2,019.60

Additional Services				Bio-Tech Consulting	
Line Item	Description	Quantity	UoM	UoM Cost	Total
1	New Ponds	500	Acres	\$ 22.00	\$ 11,000.00
2	Additional Std. Work Hours	50	Hour	\$ 50.00	\$ 2,500.00
3	Sonar Treatment, As Requested	12	Each	\$ 200.00	\$ 2,400.00
Annual Sub-Total 2					\$ 15,900.00
Total Yr. 1 (Std. Svces. + Addt'l Svces.)					\$ 210,683.76

Bio-Tech Consulting					
Line Item	Site	Quantity	UoM	UoM Price	Ext. Price
1	A-01	12	Month	\$ 271.04	\$ 3,252.48
2	A-02	12	Month	\$ 146.96	\$ 1,763.52
3	A-02.A	12	Month	\$ 20.00	\$ 240.00
4	A-03	12	Month	\$ 30.58	\$ 366.96
5	A-03.A	12	Month	\$ 58.52	\$ 702.24
6	A-03.B	12	Month	\$ 102.96	\$ 1,235.52
7	A-04	12	Month	\$ 20.00	\$ 240.00
8	A-05	12	Month	\$ 75.68	\$ 908.16
9	A-06	12	Month	\$ 25.74	\$ 308.88
10	A-07	12	Month	\$ 20.00	\$ 240.00
11	A-08	12	Month	\$ 20.00	\$ 240.00
12	A-09	12	Month	\$ 20.00	\$ 240.00
13	A-12	12	Month	\$ 20.00	\$ 240.00
14	A-13	12	Month	\$ 20.00	\$ 240.00
15	B-01	12	Month	\$ 51.70	\$ 620.40
16	B-02	12	Month	\$ 39.60	\$ 475.20
17	B-02.A	12	Month	\$ 20.00	\$ 240.00
18	B-06	12	Month	\$ 46.64	\$ 559.68
19	B-09	12	Month	\$ 186.78	\$ 2,241.36
20	B-10	12	Month	\$ 20.00	\$ 240.00
21	B-11	12	Month	\$ 42.90	\$ 514.80
22	B-13	12	Month	\$ 42.46	\$ 509.52
23	B-13.C	12	Month	\$ 22.66	\$ 271.92
24	B-17	12	Month	\$ 42.46	\$ 509.52
25	B-18	12	Month	\$ 131.78	\$ 1,581.36
26	B-24	12	Month	\$ 312.84	\$ 3,754.08
27	B-25	12	Month	\$ 56.32	\$ 675.84
28	B-26	12	Month	\$ 92.18	\$ 1,106.16
29	B-26.A	12	Month	\$ 143.44	\$ 1,721.28
30	B-27	12	Month	\$ 20.00	\$ 240.00
31	B-28	12	Month	\$ 20.00	\$ 240.00
32	B-29	12	Month	\$ 83.16	\$ 997.92
33	B-30	12	Month	\$ 1,351.46	\$ 16,217.52
34	B-33	12	Month	\$ 417.34	\$ 5,008.08
35	B-33.A	12	Month	\$ 99.66	\$ 1,195.92
36	B-33.B	12	Month	\$ 424.38	\$ 5,092.56
37	B-34	12	Month	\$ 187.88	\$ 2,254.56
38	B-34.A	12	Month	\$ 24.42	\$ 293.04
39	B-34.B	12	Month	\$ 27.94	\$ 335.28
40	B-34.C	12	Month	\$ 20.00	\$ 240.00
41	B-35	12	Month	\$ 359.48	\$ 4,313.76
42	B-41	12	Month	\$ 281.82	\$ 3,381.84
43	B-43	12	Month	\$ 20.00	\$ 240.00
44	B-44	12	Month	\$ 20.00	\$ 240.00
45	B-45	12	Month	\$ 20.00	\$ 240.00
46	C-01	12	Month	\$ 24.42	\$ 293.04

49	C-04	12	Month	\$ 20.00	\$ 240.00
50	C-05	12	Month	\$ 20.00	\$ 240.00
51	C-06	12	Month	\$ 20.00	\$ 240.00
52	C-07	12	Month	\$ 20.00	\$ 240.00
53	C-08	12	Month	\$ 20.00	\$ 240.00
54	C-09	12	Month	\$ 20.00	\$ 240.00
55	C-10	12	Month	\$ 20.00	\$ 240.00
56	C-11	12	Month	\$ 20.00	\$ 240.00
57	C-12.B	12	Month	\$ 20.00	\$ 240.00
58	C-12.C	12	Month	\$ 20.00	\$ 240.00
59	C-16	12	Month	\$ 20.00	\$ 240.00
60	C-17	12	Month	\$ 20.00	\$ 240.00
61	C-18	12	Month	\$ 20.00	\$ 240.00
62	C-19	12	Month	\$ 20.00	\$ 240.00
63	C-20	12	Month	\$ 20.00	\$ 240.00
64	C-25	12	Month	\$ 20.00	\$ 240.00
65	C-27	12	Month	\$ 20.00	\$ 240.00
66	C-28	12	Month	\$ 20.00	\$ 240.00
67	C-29	12	Month	\$ 1,171.72	\$ 14,060.64
68	C-29.A	12	Month	\$ 20.00	\$ 240.00
69	C-29.B	12	Month	\$ 46.86	\$ 562.32
70	C-30	12	Month	\$ 33.66	\$ 403.92
71	C-31	12	Month	\$ 51.04	\$ 612.48
72	C-31.A	12	Month	\$ 28.60	\$ 343.20
73	C-31.B	12	Month	\$ 40.70	\$ 488.40
74	C-34	12	Month	\$ 82.50	\$ 990.00
75	C-34.A	12	Month	\$ 650.54	\$ 7,806.48
76	C-35	12	Month	\$ 399.08	\$ 4,788.96
77	C-36	12	Month	\$ 20.00	\$ 240.00
78	C-38	12	Month	\$ 236.50	\$ 2,838.00
79	C-39	12	Month	\$ 165.22	\$ 1,982.64
80	C-40	12	Month	\$ 605.88	\$ 7,270.56
81	C-41	12	Month	\$ 100.54	\$ 1,206.48
82	C-42	12	Month	\$ 232.76	\$ 2,793.12
83	C-43	12	Month	\$ 125.62	\$ 1,507.44
84	C-44	12	Month	\$ 20.00	\$ 240.00
85	C-47	12	Month	\$ 22.88	\$ 274.56
86	C-48	12	Month	\$ 20.00	\$ 240.00
87	C-49	12	Month	\$ 49.50	\$ 594.00
88	C-50	12	Month	\$ 94.82	\$ 1,137.84
89	C-51	12	Month	\$ 79.42	\$ 953.04
90	C-52	12	Month	\$ 48.18	\$ 578.16
91	C-53	12	Month	\$ 139.48	\$ 1,673.76
92	C-54	12	Month	\$ 20.00	\$ 240.00
93	C-55	12	Month	\$ 20.00	\$ 240.00
94	C-56	12	Month	\$ 89.10	\$ 1,069.20
95	C-57	12	Month	\$ 283.80	\$ 3,405.60
96	C-58	12	Month	\$ 374.66	\$ 4,495.92

99	C-62	12	Month	\$ 133.10	\$ 1,597.20
100	C-63	12	Month	\$ 200.64	\$ 2,407.68
101	C-63.A	12	Month	\$ 61.82	\$ 741.84
102	C-63.B	12	Month	\$ 20.00	\$ 240.00
103	C-64	12	Month	\$ 38.94	\$ 467.28
104	C-66	12	Month	\$ 20.00	\$ 240.00
105	C-67	12	Month	\$ 70.40	\$ 844.80
106	C-67.A	12	Month	\$ 69.96	\$ 839.52
107	C-68	12	Month	\$ 46.42	\$ 557.04
108	C-69	12	Month	\$ 122.32	\$ 1,467.84
109	C-70	12	Month	\$ 35.20	\$ 422.40
110	C-71	12	Month	\$ 92.84	\$ 1,114.08
111	C-72	12	Month	\$ 184.58	\$ 2,214.96
112	C-73	12	Month	\$ 74.58	\$ 894.96
113	C-74	12	Month	\$ 42.46	\$ 509.52
114	C-75	12	Month	\$ 64.46	\$ 773.52
115	C-76	12	Month	\$ 74.14	\$ 889.68
116	C-77	12	Month	\$ 132.22	\$ 1,586.64
117	C-78	12	Month	\$ 38.50	\$ 462.00
118	C-79	12	Month	\$ 76.78	\$ 921.36
119	C-80	12	Month	\$ 40.48	\$ 485.76
120	C-81	12	Month	\$ 66.66	\$ 799.92
121	C-82	12	Month	\$ 160.60	\$ 1,927.20
122	C-83	12	Month	\$ 170.94	\$ 2,051.28
123	C-84	12	Month	\$ 327.80	\$ 3,933.60
124	C-85	12	Month	\$ 177.10	\$ 2,125.20
125	C-87	12	Month	\$ 20.00	\$ 240.00
126	C-88	12	Month	\$ 20.00	\$ 240.00
127	C-89	12	Month	\$ 93.50	\$ 1,122.00
128	C-91	12	Month	\$ 20.00	\$ 240.00
129	C-92	12	Month	\$ 27.28	\$ 327.36
130	C-93	12	Month	\$ 58.30	\$ 699.60
131	C-94	12	Month	\$ 129.80	\$ 1,557.60
132	C-95	12	Month	\$ 36.96	\$ 443.52
133	C-96	12	Month	\$ 115.72	\$ 1,388.64
134	C-97	12	Month	\$ 63.14	\$ 757.68
135	D-1	12	Month	\$ 20.00	\$ 240.00
136	D-2	12	Month	\$ 20.00	\$ 240.00
137	D-3	12	Month	\$ 92.84	\$ 1,114.08
138	D-4	12	Month	\$ 257.84	\$ 3,094.08
139	D-5	12	Month	\$ 38.28	\$ 459.36
140	D-6	12	Month	\$ 157.52	\$ 1,890.24
141	D-7	12	Month	\$ 52.80	\$ 633.60
142	D-8	12	Month	\$ 105.82	\$ 1,269.84
143	D-9	12	Month	\$ 73.26	\$ 879.12
144	D-10	12	Month	\$ 30.80	\$ 369.60
145	D-11	12	Month	\$ 42.68	\$ 512.16
146	D-12	12	Month	\$ 168.30	\$ 2,019.60

Annual Sub- Total 1		\$ 194,783.76
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Additional Services				Bio-Tech Consulting	
Line Item	Description	Quantity	UoM	UoM Cost	Total
1	New Ponds	500	Acres	\$ 22.00	\$ 11,000.00
2	Additional Std. Work Hours	50	Hour	\$ 50.00	\$ 2,500.00
3	Sonar Treatment, As Requested	12	Each	\$ 200.00	\$ 2,400.00
Annual Sub- Total 2					\$ 15,900.00

Total Yr. 2 (Std. Svces. + Addt'l Svces.)		\$ 210,683.76
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Bio-Tech Consulting					
Line Item	Site	Quantity	UoM	UoM Price	Ext. Price
1	A-01	12	Month	\$ 271.04	\$ 3,252.48
2	A-02	12	Month	\$ 146.96	\$ 1,763.52
3	A-02.A	12	Month	\$ 20.00	\$ 240.00
4	A-03	12	Month	\$ 30.58	\$ 366.96
5	A-03.A	12	Month	\$ 58.52	\$ 702.24
6	A-03.B	12	Month	\$ 102.96	\$ 1,235.52
7	A-04	12	Month	\$ 20.00	\$ 240.00
8	A-05	12	Month	\$ 75.68	\$ 908.16
9	A-06	12	Month	\$ 25.74	\$ 308.88
10	A-07	12	Month	\$ 20.00	\$ 240.00
11	A-08	12	Month	\$ 20.00	\$ 240.00
12	A-09	12	Month	\$ 20.00	\$ 240.00
13	A-12	12	Month	\$ 20.00	\$ 240.00
14	A-13	12	Month	\$ 20.00	\$ 240.00
15	B-01	12	Month	\$ 51.70	\$ 620.40
16	B-02	12	Month	\$ 39.60	\$ 475.20
17	B-02.A	12	Month	\$ 20.00	\$ 240.00
18	B-06	12	Month	\$ 46.64	\$ 559.68
19	B-09	12	Month	\$ 186.78	\$ 2,241.36
20	B-10	12	Month	\$ 20.00	\$ 240.00
21	B-11	12	Month	\$ 42.90	\$ 514.80
22	B-13	12	Month	\$ 42.46	\$ 509.52
23	B-13.C	12	Month	\$ 22.66	\$ 271.92
24	B-17	12	Month	\$ 42.46	\$ 509.52
25	B-18	12	Month	\$ 131.78	\$ 1,581.36
26	B-24	12	Month	\$ 312.84	\$ 3,754.08
27	B-25	12	Month	\$ 56.32	\$ 675.84
28	B-26	12	Month	\$ 92.18	\$ 1,106.16
29	B-26.A	12	Month	\$ 143.44	\$ 1,721.28
30	B-27	12	Month	\$ 20.00	\$ 240.00
31	B-28	12	Month	\$ 20.00	\$ 240.00
32	B-29	12	Month	\$ 83.16	\$ 997.92
33	B-30	12	Month	\$ 1,351.46	\$ 16,217.52
34	B-33	12	Month	\$ 417.34	\$ 5,008.08
35	B-33.A	12	Month	\$ 99.66	\$ 1,195.92
36	B-33.B	12	Month	\$ 424.38	\$ 5,092.56
37	B-34	12	Month	\$ 187.88	\$ 2,254.56
38	B-34.A	12	Month	\$ 24.42	\$ 293.04
39	B-34.B	12	Month	\$ 27.94	\$ 335.28
40	B-34.C	12	Month	\$ 20.00	\$ 240.00
41	B-35	12	Month	\$ 359.48	\$ 4,313.76
42	B-41	12	Month	\$ 281.82	\$ 3,381.84
43	B-43	12	Month	\$ 20.00	\$ 240.00
44	B-44	12	Month	\$ 20.00	\$ 240.00
45	B-45	12	Month	\$ 20.00	\$ 240.00

47	C-02	12	Month	\$ 573.54	\$ 6,882.48
48	C-03	12	Month	\$ 20.00	\$ 240.00
49	C-04	12	Month	\$ 20.00	\$ 240.00
50	C-05	12	Month	\$ 20.00	\$ 240.00
51	C-06	12	Month	\$ 20.00	\$ 240.00
52	C-07	12	Month	\$ 20.00	\$ 240.00
53	C-08	12	Month	\$ 20.00	\$ 240.00
54	C-09	12	Month	\$ 20.00	\$ 240.00
55	C-10	12	Month	\$ 20.00	\$ 240.00
56	C-11	12	Month	\$ 20.00	\$ 240.00
57	C-12.B	12	Month	\$ 20.00	\$ 240.00
58	C-12.C	12	Month	\$ 20.00	\$ 240.00
59	C-16	12	Month	\$ 20.00	\$ 240.00
60	C-17	12	Month	\$ 20.00	\$ 240.00
61	C-18	12	Month	\$ 20.00	\$ 240.00
62	C-19	12	Month	\$ 20.00	\$ 240.00
63	C-20	12	Month	\$ 20.00	\$ 240.00
64	C-25	12	Month	\$ 20.00	\$ 240.00
65	C-27	12	Month	\$ 20.00	\$ 240.00
66	C-28	12	Month	\$ 20.00	\$ 240.00
67	C-29	12	Month	\$ 1,171.72	\$ 14,060.64
68	C-29.A	12	Month	\$ 20.00	\$ 240.00
69	C-29.B	12	Month	\$ 46.86	\$ 562.32
70	C-30	12	Month	\$ 33.66	\$ 403.92
71	C-31	12	Month	\$ 51.04	\$ 612.48
72	C-31.A	12	Month	\$ 28.60	\$ 343.20
73	C-31.B	12	Month	\$ 40.70	\$ 488.40
74	C-34	12	Month	\$ 82.50	\$ 990.00
75	C-34.A	12	Month	\$ 650.54	\$ 7,806.48
76	C-35	12	Month	\$ 399.08	\$ 4,788.96
77	C-36	12	Month	\$ 20.00	\$ 240.00
78	C-38	12	Month	\$ 236.50	\$ 2,838.00
79	C-39	12	Month	\$ 165.22	\$ 1,982.64
80	C-40	12	Month	\$ 605.88	\$ 7,270.56
81	C-41	12	Month	\$ 100.54	\$ 1,206.48
82	C-42	12	Month	\$ 232.76	\$ 2,793.12
83	C-43	12	Month	\$ 125.62	\$ 1,507.44
84	C-44	12	Month	\$ 20.00	\$ 240.00
85	C-47	12	Month	\$ 22.88	\$ 274.56
86	C-48	12	Month	\$ 20.00	\$ 240.00
87	C-49	12	Month	\$ 49.50	\$ 594.00
88	C-50	12	Month	\$ 94.82	\$ 1,137.84
89	C-51	12	Month	\$ 79.42	\$ 953.04
90	C-52	12	Month	\$ 48.18	\$ 578.16
91	C-53	12	Month	\$ 139.48	\$ 1,673.76
92	C-54	12	Month	\$ 20.00	\$ 240.00
93	C-55	12	Month	\$ 20.00	\$ 240.00
94	C-56	12	Month	\$ 89.10	\$ 1,069.20
95	C-57	12	Month	\$ 283.80	\$ 3,405.60
96	C-58	12	Month	\$ 374.66	\$ 4,495.92

97	C-58.A	12	Month	\$ 32.12	\$ 385.44
98	C-59	12	Month	\$ 280.28	\$ 3,363.36
99	C-62	12	Month	\$ 133.10	\$ 1,597.20
100	C-63	12	Month	\$ 200.64	\$ 2,407.68
101	C-63.A	12	Month	\$ 61.82	\$ 741.84
102	C-63.B	12	Month	\$ 20.00	\$ 240.00
103	C-64	12	Month	\$ 38.94	\$ 467.28
104	C-66	12	Month	\$ 20.00	\$ 240.00
105	C-67	12	Month	\$ 70.40	\$ 844.80
106	C-67.A	12	Month	\$ 69.96	\$ 839.52
107	C-68	12	Month	\$ 46.42	\$ 557.04
108	C-69	12	Month	\$ 122.32	\$ 1,467.84
109	C-70	12	Month	\$ 35.20	\$ 422.40
110	C-71	12	Month	\$ 92.84	\$ 1,114.08
111	C-72	12	Month	\$ 184.58	\$ 2,214.96
112	C-73	12	Month	\$ 74.58	\$ 894.96
113	C-74	12	Month	\$ 42.46	\$ 509.52
114	C-75	12	Month	\$ 64.46	\$ 773.52
115	C-76	12	Month	\$ 74.14	\$ 889.68
116	C-77	12	Month	\$ 132.22	\$ 1,586.64
117	C-78	12	Month	\$ 38.50	\$ 462.00
118	C-79	12	Month	\$ 76.78	\$ 921.36
119	C-80	12	Month	\$ 40.48	\$ 485.76
120	C-81	12	Month	\$ 66.66	\$ 799.92
121	C-82	12	Month	\$ 160.60	\$ 1,927.20
122	C-83	12	Month	\$ 170.94	\$ 2,051.28
123	C-84	12	Month	\$ 327.80	\$ 3,933.60
124	C-85	12	Month	\$ 177.10	\$ 2,125.20
125	C-87	12	Month	\$ 20.00	\$ 240.00
126	C-88	12	Month	\$ 20.00	\$ 240.00
127	C-89	12	Month	\$ 93.50	\$ 1,122.00
128	C-91	12	Month	\$ 20.00	\$ 240.00
129	C-92	12	Month	\$ 27.28	\$ 327.36
130	C-93	12	Month	\$ 58.30	\$ 699.60
131	C-94	12	Month	\$ 129.80	\$ 1,557.60
132	C-95	12	Month	\$ 36.96	\$ 443.52
133	C-96	12	Month	\$ 115.72	\$ 1,388.64
134	C-97	12	Month	\$ 63.14	\$ 757.68
135	D-1	12	Month	\$ 20.00	\$ 240.00
136	D-2	12	Month	\$ 20.00	\$ 240.00
137	D-3	12	Month	\$ 92.84	\$ 1,114.08
138	D-4	12	Month	\$ 257.84	\$ 3,094.08
139	D-5	12	Month	\$ 38.28	\$ 459.36
140	D-6	12	Month	\$ 157.52	\$ 1,890.24
141	D-7	12	Month	\$ 52.80	\$ 633.60
142	D-8	12	Month	\$ 105.82	\$ 1,269.84
143	D-9	12	Month	\$ 73.26	\$ 879.12
144	D-10	12	Month	\$ 30.80	\$ 369.60
145	D-11	12	Month	\$ 42.68	\$ 512.16
146	D-12	12	Month	\$ 168.30	\$ 2,019.60

Total 1		
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Additional Services				Bio-Tech Consulting	
Line Item	Description	Quantity	UoM	UoM Cost	Total
1	New Ponds	500	Acres	\$ 22.00	\$ 11,000.00
2	Additional Std. Work Hours	50	Hour	\$ 50.00	\$ 2,500.00
3	Sonar Treatment, As Requested	12	Each	\$ 200.00	\$ 2,400.00
Annual Sub-Total 2					\$ 15,900.00

Total Yr. 3 (Std. Svces. + Addt'l Svces.)		\$ 210,683.76
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Bio-Tech Consulting					
Line Item	Site	Quantity	UoM	UoM Price	Ext. Price
1	A-01	12	Month	\$ 271.04	\$ 3,252.48
2	A-02	12	Month	\$ 146.96	\$ 1,763.52
3	A-02.A	12	Month	\$ 20.00	\$ 240.00
4	A-03	12	Month	\$ 30.58	\$ 366.96
5	A-03.A	12	Month	\$ 58.52	\$ 702.24
6	A-03.B	12	Month	\$ 102.96	\$ 1,235.52
7	A-04	12	Month	\$ 20.00	\$ 240.00
8	A-05	12	Month	\$ 75.68	\$ 908.16
9	A-06	12	Month	\$ 25.74	\$ 308.88
10	A-07	12	Month	\$ 20.00	\$ 240.00
11	A-08	12	Month	\$ 20.00	\$ 240.00
12	A-09	12	Month	\$ 20.00	\$ 240.00
13	A-12	12	Month	\$ 20.00	\$ 240.00
14	A-13	12	Month	\$ 20.00	\$ 240.00
15	B-01	12	Month	\$ 51.70	\$ 620.40
16	B-02	12	Month	\$ 39.60	\$ 475.20
17	B-02.A	12	Month	\$ 20.00	\$ 240.00
18	B-06	12	Month	\$ 46.64	\$ 559.68
19	B-09	12	Month	\$ 186.78	\$ 2,241.36
20	B-10	12	Month	\$ 20.00	\$ 240.00
21	B-11	12	Month	\$ 42.90	\$ 514.80
22	B-13	12	Month	\$ 42.46	\$ 509.52
23	B-13.C	12	Month	\$ 22.66	\$ 271.92
24	B-17	12	Month	\$ 42.46	\$ 509.52
25	B-18	12	Month	\$ 131.78	\$ 1,581.36
26	B-24	12	Month	\$ 312.84	\$ 3,754.08
27	B-25	12	Month	\$ 56.32	\$ 675.84
28	B-26	12	Month	\$ 92.18	\$ 1,106.16
29	B-26.A	12	Month	\$ 143.44	\$ 1,721.28
30	B-27	12	Month	\$ 20.00	\$ 240.00
31	B-28	12	Month	\$ 20.00	\$ 240.00
32	B-29	12	Month	\$ 83.16	\$ 997.92
33	B-30	12	Month	\$ 1,351.46	\$ 16,217.52
34	B-33	12	Month	\$ 417.34	\$ 5,008.08
35	B-33.A	12	Month	\$ 99.66	\$ 1,195.92
36	B-33.B	12	Month	\$ 424.38	\$ 5,092.56
37	B-34	12	Month	\$ 187.88	\$ 2,254.56
38	B-34.A	12	Month	\$ 24.42	\$ 293.04
39	B-34.B	12	Month	\$ 27.94	\$ 335.28
40	B-34.C	12	Month	\$ 20.00	\$ 240.00
41	B-35	12	Month	\$ 359.48	\$ 4,313.76
42	B-41	12	Month	\$ 281.82	\$ 3,381.84
43	B-43	12	Month	\$ 20.00	\$ 240.00
44	B-44	12	Month	\$ 20.00	\$ 240.00
45	B-45	12	Month	\$ 20.00	\$ 240.00

47	C-02	12	Month	\$ 573.54	\$ 6,882.48
48	C-03	12	Month	\$ 20.00	\$ 240.00
49	C-04	12	Month	\$ 20.00	\$ 240.00
50	C-05	12	Month	\$ 20.00	\$ 240.00
51	C-06	12	Month	\$ 20.00	\$ 240.00
52	C-07	12	Month	\$ 20.00	\$ 240.00
53	C-08	12	Month	\$ 20.00	\$ 240.00
54	C-09	12	Month	\$ 20.00	\$ 240.00
55	C-10	12	Month	\$ 20.00	\$ 240.00
56	C-11	12	Month	\$ 20.00	\$ 240.00
57	C-12.B	12	Month	\$ 20.00	\$ 240.00
58	C-12.C	12	Month	\$ 20.00	\$ 240.00
59	C-16	12	Month	\$ 20.00	\$ 240.00
60	C-17	12	Month	\$ 20.00	\$ 240.00
61	C-18	12	Month	\$ 20.00	\$ 240.00
62	C-19	12	Month	\$ 20.00	\$ 240.00
63	C-20	12	Month	\$ 20.00	\$ 240.00
64	C-25	12	Month	\$ 20.00	\$ 240.00
65	C-27	12	Month	\$ 20.00	\$ 240.00
66	C-28	12	Month	\$ 20.00	\$ 240.00
67	C-29	12	Month	\$ 1,171.72	\$ 14,060.64
68	C-29.A	12	Month	\$ 20.00	\$ 240.00
69	C-29.B	12	Month	\$ 46.86	\$ 562.32
70	C-30	12	Month	\$ 33.66	\$ 403.92
71	C-31	12	Month	\$ 51.04	\$ 612.48
72	C-31.A	12	Month	\$ 28.60	\$ 343.20
73	C-31.B	12	Month	\$ 40.70	\$ 488.40
74	C-34	12	Month	\$ 82.50	\$ 990.00
75	C-34.A	12	Month	\$ 650.54	\$ 7,806.48
76	C-35	12	Month	\$ 399.08	\$ 4,788.96
77	C-36	12	Month	\$ 20.00	\$ 240.00
78	C-38	12	Month	\$ 236.50	\$ 2,838.00
79	C-39	12	Month	\$ 165.22	\$ 1,982.64
80	C-40	12	Month	\$ 605.88	\$ 7,270.56
81	C-41	12	Month	\$ 100.54	\$ 1,206.48
82	C-42	12	Month	\$ 232.76	\$ 2,793.12
83	C-43	12	Month	\$ 125.62	\$ 1,507.44
84	C-44	12	Month	\$ 20.00	\$ 240.00
85	C-47	12	Month	\$ 22.88	\$ 274.56
86	C-48	12	Month	\$ 20.00	\$ 240.00
87	C-49	12	Month	\$ 49.50	\$ 594.00
88	C-50	12	Month	\$ 94.82	\$ 1,137.84
89	C-51	12	Month	\$ 79.42	\$ 953.04
90	C-52	12	Month	\$ 48.18	\$ 578.16
91	C-53	12	Month	\$ 139.48	\$ 1,673.76
92	C-54	12	Month	\$ 20.00	\$ 240.00
93	C-55	12	Month	\$ 20.00	\$ 240.00
94	C-56	12	Month	\$ 89.10	\$ 1,069.20
95	C-57	12	Month	\$ 283.80	\$ 3,405.60
96	C-58	12	Month	\$ 374.66	\$ 4,495.92

97	C-58.A	12	Month	\$ 32.12	\$ 385.44
98	C-59	12	Month	\$ 280.28	\$ 3,363.36
99	C-62	12	Month	\$ 133.10	\$ 1,597.20
100	C-63	12	Month	\$ 200.64	\$ 2,407.68
101	C-63.A	12	Month	\$ 61.82	\$ 741.84
102	C-63.B	12	Month	\$ 20.00	\$ 240.00
103	C-64	12	Month	\$ 38.94	\$ 467.28
104	C-66	12	Month	\$ 20.00	\$ 240.00
105	C-67	12	Month	\$ 70.40	\$ 844.80
106	C-67.A	12	Month	\$ 69.96	\$ 839.52
107	C-68	12	Month	\$ 46.42	\$ 557.04
108	C-69	12	Month	\$ 122.32	\$ 1,467.84
109	C-70	12	Month	\$ 35.20	\$ 422.40
110	C-71	12	Month	\$ 92.84	\$ 1,114.08
111	C-72	12	Month	\$ 184.58	\$ 2,214.96
112	C-73	12	Month	\$ 74.58	\$ 894.96
113	C-74	12	Month	\$ 42.46	\$ 509.52
114	C-75	12	Month	\$ 64.46	\$ 773.52
115	C-76	12	Month	\$ 74.14	\$ 889.68
116	C-77	12	Month	\$ 132.22	\$ 1,586.64
117	C-78	12	Month	\$ 38.50	\$ 462.00
118	C-79	12	Month	\$ 76.78	\$ 921.36
119	C-80	12	Month	\$ 40.48	\$ 485.76
120	C-81	12	Month	\$ 66.66	\$ 799.92
121	C-82	12	Month	\$ 160.60	\$ 1,927.20
122	C-83	12	Month	\$ 170.94	\$ 2,051.28
123	C-84	12	Month	\$ 327.80	\$ 3,933.60
124	C-85	12	Month	\$ 177.10	\$ 2,125.20
125	C-87	12	Month	\$ 20.00	\$ 240.00
126	C-88	12	Month	\$ 20.00	\$ 240.00
127	C-89	12	Month	\$ 93.50	\$ 1,122.00
128	C-91	12	Month	\$ 20.00	\$ 240.00
129	C-92	12	Month	\$ 27.28	\$ 327.36
130	C-93	12	Month	\$ 58.30	\$ 699.60
131	C-94	12	Month	\$ 129.80	\$ 1,557.60
132	C-95	12	Month	\$ 36.96	\$ 443.52
133	C-96	12	Month	\$ 115.72	\$ 1,388.64
134	C-97	12	Month	\$ 63.14	\$ 757.68
135	D-1	12	Month	\$ 20.00	\$ 240.00
136	D-2	12	Month	\$ 20.00	\$ 240.00
137	D-3	12	Month	\$ 92.84	\$ 1,114.08
138	D-4	12	Month	\$ 257.84	\$ 3,094.08
139	D-5	12	Month	\$ 38.28	\$ 459.36
140	D-6	12	Month	\$ 157.52	\$ 1,890.24
141	D-7	12	Month	\$ 52.80	\$ 633.60
142	D-8	12	Month	\$ 105.82	\$ 1,269.84
143	D-9	12	Month	\$ 73.26	\$ 879.12
144	D-10	12	Month	\$ 30.80	\$ 369.60
145	D-11	12	Month	\$ 42.68	\$ 512.16
146	D-12	12	Month	\$ 168.30	\$ 2,019.60

Total 1		
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Additional Services				Bio-Tech Consulting	
Line Item	Description	Quantity	UoM	UoM Cost	Total
1	New Ponds	500	Acres	\$ 22.00	\$ 11,000.00
2	Additional Std. Work Hours	50	Hour	\$ 50.00	\$ 2,500.00
3	Sonar Treatment, As Requested	12	Each	\$ 200.00	\$ 2,400.00
Annual Sub-Total 2					\$ 15,900.00

Total Yr. 4 (Std. Svces. + Addt'l Svces.)		\$ 210,683.76
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Bio-Tech Consulting					
Line Item	Site	Quantity	UoM	UoM Price	Ext. Price
1	A-01	12	Month	\$ 271.04	\$ 3,252.48
2	A-02	12	Month	\$ 146.96	\$ 1,763.52
3	A-02.A	12	Month	\$ 20.00	\$ 240.00
4	A-03	12	Month	\$ 30.58	\$ 366.96
5	A-03.A	12	Month	\$ 58.52	\$ 702.24
6	A-03.B	12	Month	\$ 102.96	\$ 1,235.52
7	A-04	12	Month	\$ 20.00	\$ 240.00
8	A-05	12	Month	\$ 75.68	\$ 908.16
9	A-06	12	Month	\$ 25.74	\$ 308.88
10	A-07	12	Month	\$ 20.00	\$ 240.00
11	A-08	12	Month	\$ 20.00	\$ 240.00
12	A-09	12	Month	\$ 20.00	\$ 240.00
13	A-12	12	Month	\$ 20.00	\$ 240.00
14	A-13	12	Month	\$ 20.00	\$ 240.00
15	B-01	12	Month	\$ 51.70	\$ 620.40
16	B-02	12	Month	\$ 39.60	\$ 475.20
17	B-02.A	12	Month	\$ 20.00	\$ 240.00
18	B-06	12	Month	\$ 46.64	\$ 559.68
19	B-09	12	Month	\$ 186.78	\$ 2,241.36
20	B-10	12	Month	\$ 20.00	\$ 240.00
21	B-11	12	Month	\$ 42.90	\$ 514.80
22	B-13	12	Month	\$ 42.46	\$ 509.52
23	B-13.C	12	Month	\$ 22.66	\$ 271.92
24	B-17	12	Month	\$ 42.46	\$ 509.52
25	B-18	12	Month	\$ 131.78	\$ 1,581.36
26	B-24	12	Month	\$ 312.84	\$ 3,754.08
27	B-25	12	Month	\$ 56.32	\$ 675.84
28	B-26	12	Month	\$ 92.18	\$ 1,106.16
29	B-26.A	12	Month	\$ 143.44	\$ 1,721.28
30	B-27	12	Month	\$ 20.00	\$ 240.00
31	B-28	12	Month	\$ 20.00	\$ 240.00
32	B-29	12	Month	\$ 83.16	\$ 997.92
33	B-30	12	Month	\$ 1,351.46	\$ 16,217.52
34	B-33	12	Month	\$ 417.34	\$ 5,008.08
35	B-33.A	12	Month	\$ 99.66	\$ 1,195.92
36	B-33.B	12	Month	\$ 424.38	\$ 5,092.56
37	B-34	12	Month	\$ 187.88	\$ 2,254.56
38	B-34.A	12	Month	\$ 24.42	\$ 293.04
39	B-34.B	12	Month	\$ 27.94	\$ 335.28
40	B-34.C	12	Month	\$ 20.00	\$ 240.00
41	B-35	12	Month	\$ 359.48	\$ 4,313.76
42	B-41	12	Month	\$ 281.82	\$ 3,381.84
43	B-43	12	Month	\$ 20.00	\$ 240.00
44	B-44	12	Month	\$ 20.00	\$ 240.00
45	B-45	12	Month	\$ 20.00	\$ 240.00

47	C-02	12	Month	\$ 573.54	\$ 6,882.48
48	C-03	12	Month	\$ 20.00	\$ 240.00
49	C-04	12	Month	\$ 20.00	\$ 240.00
50	C-05	12	Month	\$ 20.00	\$ 240.00
51	C-06	12	Month	\$ 20.00	\$ 240.00
52	C-07	12	Month	\$ 20.00	\$ 240.00
53	C-08	12	Month	\$ 20.00	\$ 240.00
54	C-09	12	Month	\$ 20.00	\$ 240.00
55	C-10	12	Month	\$ 20.00	\$ 240.00
56	C-11	12	Month	\$ 20.00	\$ 240.00
57	C-12.B	12	Month	\$ 20.00	\$ 240.00
58	C-12.C	12	Month	\$ 20.00	\$ 240.00
59	C-16	12	Month	\$ 20.00	\$ 240.00
60	C-17	12	Month	\$ 20.00	\$ 240.00
61	C-18	12	Month	\$ 20.00	\$ 240.00
62	C-19	12	Month	\$ 20.00	\$ 240.00
63	C-20	12	Month	\$ 20.00	\$ 240.00
64	C-25	12	Month	\$ 20.00	\$ 240.00
65	C-27	12	Month	\$ 20.00	\$ 240.00
66	C-28	12	Month	\$ 20.00	\$ 240.00
67	C-29	12	Month	\$ 1,171.72	\$ 14,060.64
68	C-29.A	12	Month	\$ 20.00	\$ 240.00
69	C-29.B	12	Month	\$ 46.86	\$ 562.32
70	C-30	12	Month	\$ 33.66	\$ 403.92
71	C-31	12	Month	\$ 51.04	\$ 612.48
72	C-31.A	12	Month	\$ 28.60	\$ 343.20
73	C-31.B	12	Month	\$ 40.70	\$ 488.40
74	C-34	12	Month	\$ 82.50	\$ 990.00
75	C-34.A	12	Month	\$ 650.54	\$ 7,806.48
76	C-35	12	Month	\$ 399.08	\$ 4,788.96
77	C-36	12	Month	\$ 20.00	\$ 240.00
78	C-38	12	Month	\$ 236.50	\$ 2,838.00
79	C-39	12	Month	\$ 165.22	\$ 1,982.64
80	C-40	12	Month	\$ 605.88	\$ 7,270.56
81	C-41	12	Month	\$ 100.54	\$ 1,206.48
82	C-42	12	Month	\$ 232.76	\$ 2,793.12
83	C-43	12	Month	\$ 125.62	\$ 1,507.44
84	C-44	12	Month	\$ 20.00	\$ 240.00
85	C-47	12	Month	\$ 22.88	\$ 274.56
86	C-48	12	Month	\$ 20.00	\$ 240.00
87	C-49	12	Month	\$ 49.50	\$ 594.00
88	C-50	12	Month	\$ 94.82	\$ 1,137.84
89	C-51	12	Month	\$ 79.42	\$ 953.04
90	C-52	12	Month	\$ 48.18	\$ 578.16
91	C-53	12	Month	\$ 139.48	\$ 1,673.76
92	C-54	12	Month	\$ 20.00	\$ 240.00
93	C-55	12	Month	\$ 20.00	\$ 240.00
94	C-56	12	Month	\$ 89.10	\$ 1,069.20
95	C-57	12	Month	\$ 283.80	\$ 3,405.60
96	C-58	12	Month	\$ 374.66	\$ 4,495.92

97	C-58.A	12	Month	\$ 32.12	\$ 385.44
98	C-59	12	Month	\$ 280.28	\$ 3,363.36
99	C-62	12	Month	\$ 133.10	\$ 1,597.20
100	C-63	12	Month	\$ 200.64	\$ 2,407.68
101	C-63.A	12	Month	\$ 61.82	\$ 741.84
102	C-63.B	12	Month	\$ 20.00	\$ 240.00
103	C-64	12	Month	\$ 38.94	\$ 467.28
104	C-66	12	Month	\$ 20.00	\$ 240.00
105	C-67	12	Month	\$ 70.40	\$ 844.80
106	C-67.A	12	Month	\$ 69.96	\$ 839.52
107	C-68	12	Month	\$ 46.42	\$ 557.04
108	C-69	12	Month	\$ 122.32	\$ 1,467.84
109	C-70	12	Month	\$ 35.20	\$ 422.40
110	C-71	12	Month	\$ 92.84	\$ 1,114.08
111	C-72	12	Month	\$ 184.58	\$ 2,214.96
112	C-73	12	Month	\$ 74.58	\$ 894.96
113	C-74	12	Month	\$ 42.46	\$ 509.52
114	C-75	12	Month	\$ 64.46	\$ 773.52
115	C-76	12	Month	\$ 74.14	\$ 889.68
116	C-77	12	Month	\$ 132.22	\$ 1,586.64
117	C-78	12	Month	\$ 38.50	\$ 462.00
118	C-79	12	Month	\$ 76.78	\$ 921.36
119	C-80	12	Month	\$ 40.48	\$ 485.76
120	C-81	12	Month	\$ 66.66	\$ 799.92
121	C-82	12	Month	\$ 160.60	\$ 1,927.20
122	C-83	12	Month	\$ 170.94	\$ 2,051.28
123	C-84	12	Month	\$ 327.80	\$ 3,933.60
124	C-85	12	Month	\$ 177.10	\$ 2,125.20
125	C-87	12	Month	\$ 20.00	\$ 240.00
126	C-88	12	Month	\$ 20.00	\$ 240.00
127	C-89	12	Month	\$ 93.50	\$ 1,122.00
128	C-91	12	Month	\$ 20.00	\$ 240.00
129	C-92	12	Month	\$ 27.28	\$ 327.36
130	C-93	12	Month	\$ 58.30	\$ 699.60
131	C-94	12	Month	\$ 129.80	\$ 1,557.60
132	C-95	12	Month	\$ 36.96	\$ 443.52
133	C-96	12	Month	\$ 115.72	\$ 1,388.64
134	C-97	12	Month	\$ 63.14	\$ 757.68
135	D-1	12	Month	\$ 20.00	\$ 240.00
136	D-2	12	Month	\$ 20.00	\$ 240.00
137	D-3	12	Month	\$ 92.84	\$ 1,114.08
138	D-4	12	Month	\$ 257.84	\$ 3,094.08
139	D-5	12	Month	\$ 38.28	\$ 459.36
140	D-6	12	Month	\$ 157.52	\$ 1,890.24
141	D-7	12	Month	\$ 52.80	\$ 633.60
142	D-8	12	Month	\$ 105.82	\$ 1,269.84
143	D-9	12	Month	\$ 73.26	\$ 879.12
144	D-10	12	Month	\$ 30.80	\$ 369.60
145	D-11	12	Month	\$ 42.68	\$ 512.16
146	D-12	12	Month	\$ 168.30	\$ 2,019.60

Annual Sub- Total 1		\$ 194,783.76
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Additional Services				Bio-Tech Consulting	
Line Item	Description	Quantit y	UoM	UoM Cost	Total
1	New Ponds	500	Acres	\$ 22.00	\$ 11,000.00
2	Additional Std. Work Hours	50	Hour	\$ 50.00	\$ 2,500.00
3	Sonar Treatment, As Requested	12	Each	\$ 200.00	\$ 2,400.00
Annual Sub- Total 2					\$ 15,900.00

Total Yr. 5 (Std. Svces. + Addt'l Svces.)		\$ 210,683.76
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THE TERM OF THIS BOND SHALL BE FROM SEPTEMBER 1, 2024 to AUGUST 31, 2025.

9.3. Performance Bond

Performance Bond No.: GM 239984

Performance Bond Expiration Date: August 31, 2025

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that Bio-Tech Consulting, LLC, 3025 E. South St., Orlando, FL 32803, (407) 894-5969 hereinafter called Principal, and

Great Midwest Insurance Company, 800 Gessner, Suite 600, Houston, TX 77024 (713) 935-0226

___, a corporation organized under the laws of the State of Texas 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 Solicitation 24-123-IFB, Aquatic Weed Control Svces.**, 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 19th day of August, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to the authority of its governing body.

Signed, sealed and delivered in the presence of:

Bio-Tech Consulting, LLC

Principal (Name of Contractor)

Witness

Witness

(Seal)

By:

(Signature)

Its:

(Title)

Great Midwest Insurance Company

Name of Surety

Katie McConnell

Katie McConnell
Witness

Courtney Weiss
Courtney Weiss
Witness

By:

(Signature)

Its: Richard H. Mitchell, Attorney-in-Fact & FL Licensed Agent

(Title)

Address: 2000 International Park Drive, Suite 600, Birmingham, AL 35243

Telephone No.: (713) 935-0226

Fax No.: N/A

E-Mail Address: hmittchell@mcgriff.com



Richard H. Mitchell, Attorney-in-Fact & FL Licensed Agent
(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 3 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

[Signature]

Secretary

(Corporate Seal)



POWER OF ATTORNEY
Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Mark W. Edwards, II, Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Anna Childress, Alisa B. Ferris, Robert R. Freel

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Twenty-Five Million dollars (\$25,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

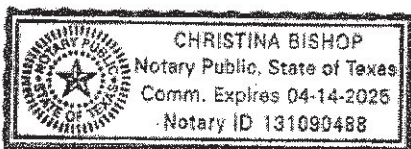


GREAT MIDWEST INSURANCE COMPANY

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of August, 2024



BY Leslie K. Shaunty
Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CERTIFICATE OF ACKNOWLEDGEMENT OF CORPORATE SURETY

State of Alabama)
) ss
County of Jefferson)

On this 19th day of August, 2024 before me, appeared Richard H. Mitchell, to me personally known, who, being by me duly sworn, did say that he/she is the Attorney-In-Fact for Great Midwest Insurance Company the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Richard H. Mitchell, acknowledged said instrument to be the free act and deed of said corporation.


Tyler Joseph Tucker, Notary Public, State at Large

My commission expires: 05/03/2026



ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/20/2024

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

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

PRODUCER McGriff Insurance Services LLC 2200 N Commerce Parkway, Suite 200 Weston, FL 33326 954 389-1289		CONTACT NAME: Lauren Mayer PHONE (A/C, No, Ext): 954 385-6022 FAX (A/C, No): 866-802-8684 E-MAIL ADDRESS: Lauren.Mayer@Mcgriff.com															
INSURED Bio-Tech Consulting, Inc. Bio-Tech Consulting, LLC 3025 E. South Street Orlando, FL 32803		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B : National Casualty Company</td> <td>11991</td> </tr> <tr> <td>INSURER C : Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER D : Markel American Insuranc Company</td> <td>38970</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : National Casualty Company	11991	INSURER C : Great Divide Insurance Company	25224	INSURER D : Markel American Insuranc Company	38970	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pkg - GL, Prof Liab, ☒ XCU & Cont Pollution GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	ECP202932714	09/11/2023	09/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BAP202932614	09/11/2023	09/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			FFX202932914	09/11/2023	09/11/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		x	WCC333079A	09/11/2023	09/11/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab	Y	Y	ECP202932714	09/11/2023	09/11/2024	\$1,000,000
A	Pollution Liab	Y	Y	ECP202932714	09/11/2023	09/11/2024	\$1,000,000
d	Vessel PD, P&I			9CE54060	06/05/2024	06/05/2025	\$1,000,000

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

Blanket Additional Insured coverage applies on a Primary and Non-Contributory basis as respects General Liability, and Automobile Liability, with a written contract.

Blanket Waiver of Subrogation in favor of the Additional Insured with respect to General Liability, Automobile Liability and Workers Compensation, with a written contract.

Excess Liability Policy - Follow Form Schedule of Controlling Underlying Insurance: General Liability, (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION****EVIDENCE OF INSURANCE**

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



DESCRIPTIONS (Continued from Page 1)

Automobile Liability, Employers Liability, Pollution Liability, Professional Liability.

Vessel Physical Damage/Hull, Protection & Indemnity Policy #9CE54060-

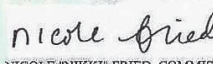
Bio-Tech Consulting Commercial Applicator Licenses

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM27140

AVANCE, JON
4 VOLUSIA DR
DEBARY, FL 32713

Categories
21, 6, 5A

Issued: August 14, 2021 Expires: August 31, 2025

 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

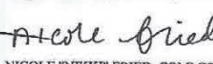
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26775

IVERSON IVERSON, DAVID
1356 TWIN RIVERS BLVD
OVIEDO, FL 32766

Categories
5A

Issued: October 7, 2020 Expires: October 31, 2024

 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

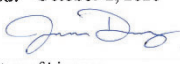
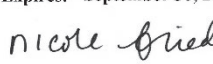
The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM21873

DOWNEY, JAMES KENNETH
1005 LEINIART CT
OVIEDO, FL 32765

Categories
5A, 21

Issued: October 2, 2020 Expires: September 30, 2024

 
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.



GREATER ORLANDO AVIATION AUTHORITY
Innovation Connecting the World

INVITATION FOR BIDS

24-123-IFB

Aquatic Weed Control Services

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- VII. VENDOR SUBMITTALS
- VIII. AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS
- IX. CONTRACT SAMPLE

ATTACHMENTS

- A - EXHIBIT "1", CONTROL AREA MAP
- B - EXHIBIT "2", MONTHLY MAINTENANCE RECORD-SCHEDULE
- C - EXHIBIT "3", MAINTENANCE & TREATMENT REPORT

1. GENERAL INFORMATION

1.1. Americans with Disabilities Act (ADA)

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

1.2. Responsible Vendor Determination

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

1.3. Solicitation Information

- A. Sealed electronic responses will be received for this Solicitation through the Greater Orlando Aviation Authority e-Procurement Platform located at <https://procurement.opengov.com/portal/goaa>. Once you have completed the free account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic response. By way of the Platform, responses will be locked and digitally encrypted until the submission deadline passes.
- B. Submission by a Respondent constitutes an agreement that the Response is deemed signed by the Respondent and constitutes a binding offer for the Respondent to perform as offered.
- C. **Responses submitted by hard copy, e-mail, telephone or fax shall not be accepted. Responses submitted outside of the designated electronic submission Platform shall be rejected as non-responsive regardless of where received.**
- D. **The Aviation Authority shall not be responsible for delays caused by any occurrence. This shall include any delay as a result of a technology issue. Any late response shall not be accepted.**
- E. The time/date stamp clock located in the electronic submittal Platform shall serve as the official authority to determine lateness of any response.
- F. Respondents shall not be allowed to modify their responses after the opening time and date. Responses may be examined thirty (30) days after the Solicitation opening or upon recommendation for award, whichever occurs first.

1.4. Submitting Questions and Receiving Responses

Respondents shall submit all inquiries regarding this Solicitation via the e-Procurement Platform, located at <https://procurement.opengov.com/portal/goaa>. Please note the deadline for submitting inquiries. All

answers to inquiries will be posted on the Aviation Authority e-Procurement Platform. Respondents **may also click “Follow” on this Solicitation to receive an email notification when answers are posted.** It is the responsibility of the Respondent to check the website for answers to inquiries.

- A. If a Virtual and/or Pre-Solicitation Conference is held, the location, date, and time is located on the e-Procurement Platform. The purpose of any Pre-Solicitation Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Respondents are expected to be familiar with the Solicitation Documents.
- B. ***Questions will be answered through the e-Procurement Platform.***
- C. If the Procurement Department determines that it is necessary to change the dates or times prior to the due date, the change will be announced and posted on the e-Procurement Platform
- D. All prospective Respondents shall thoroughly examine and become familiar with the Solicitation package and carefully note the items which must be submitted with the Solicitation as detailed in Section: Vendor Questionnaire.
- E. Submission of a Response shall constitute an acknowledgment that the Respondent has read and understands the Solicitation Documents. The failure or neglect of a Respondent to receive or examine any Solicitation Document shall in no way relieve it from any obligations under its Response or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- F. Unless otherwise noted, Respondents shall submit *one Response only*.

1.5. Communications; Questions Regarding Specifications or Solicitation Process

- A. Any official communication from a Respondent during the Solicitation process should be submitted to the Aviation Authority via the e-Procurement Platform, <https://procurement.opengov.com/portal/goaa>. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Manager of Board Services.
- B. 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 selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Respondent or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an

award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.6. Exceptions to Terms and Conditions within the Solicitation

- A. If a Respondent desires any changes or modifications to the terms and conditions set forth in the Response Documents, the Respondent should submit these changes or modifications to the Aviation Authority in writing prior to the deadline for questions and comments about the Solicitation. Note that the Aviation Authority will not make changes to the Indemnification and Termination Clauses.
- B. The Aviation Authority will consider such requested changes to the Contract's terms and conditions. If any such requested changes or modifications are acceptable, the Aviation Authority will modify the terms and conditions by Addenda to this Solicitation prior to the deadline for Response submission. In submitting any requested changes or modifications, a Respondent should state the specific terms or conditions in the Aviation Authority's Response Document, which the Respondent wishes to change, and the desired language, terms or conditions. Respondents are requested to not substitute entire agreements or sets of terms and conditions but discuss separately each term or condition that they take exception to or desire to change.

Exceptions noted within the response submittal may cause the response to be deemed non-responsive.

1.7. Notice of Intent to Award Contract

Unless all Responses 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 Responses to the responsible and responsive Respondent submitting the Response deemed to be most advantageous to the Aviation Authority, all factors being considered. For all procurements, the Aviation Authority reserves the right to reject any or all Responses and to cancel the procurement or to solicit new Responses.

1.8. Public Meetings/Public Records

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

1.9. Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation

Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Respondent and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Respondent to Respond on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Chief Administrative Officer.

2. SPECIAL CONDITIONS

2.1. Reservation of Rights

- A. 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 responses or waive any minor irregularity or technicality in responses received. respondents are cautioned to make no assumptions unless their Response has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this solicitation shall conform to applicable policies of the Aviation Authority.
- B. No commitment is made or inferred by the Aviation Authority that any or all of the items listed, in any quantity, will be purchased as a result of this solicitation. The Aviation Authority may purchase the items listed on an "as needed" basis, in any quantity deemed necessary, at the unit prices provided in the successful Respondent's response.
- C. The Aviation Authority reserves the right to waive any informality in the Solicitation, to reject any and all Solicitation, and to re-advertise or elect not to proceed with the services for any reason.
- D. The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of this Contract at any time without cause.
- E. The Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Respondent to perform the required Services described herein.
- F. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

2.2. 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 Contractor shall furnish to Aviation Authority a Performance Bond, and a Payment Bond if required, 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 Term of the Contract in a penal sum equal to Two Hundred Thousand Dollars (\$200,000.00).
- B. The Contractor may elect to provide the 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 the Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide the Aviation Authority with a Letter of Credit that remains in effect for at least one year 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 the 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 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 Solicitation Documents. The sole change to the forms of Performance Bond and Letter of Credit that the Aviation Authority will accept is that the Contractor may provide a Performance Bond or a Letter of Credit **that is for a period of less than the full initial term of the Contract but which still has an effective term of not less than twelve (12) months**. 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 or replacement 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. Contractor acknowledges responsibility for any damages or costs incurred by the Aviation Authority due to its failure to comply with this Section 3.6.
- G. Surety Bonds delivered to the 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 Vice President 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 the Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 5 of the Standard Terms and 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.

2.3. 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. Contractor shall comply with all health and sanitary regulations adopted by all applicable governing bodies. Contractor shall give access for inspection purposes to any duly authorized representative of such governing bodies.
- C. 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.
- D. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The Safety Data Sheets ("SDS") shall be made available to all workers and Aviation Authority's Authorized representatives. Contractor shall report immediately to the Aviation Authority's Authorized Representative ("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.
- E. 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.

2.4. 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.

2.5. 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.

2.6. Contractor's Personnel

The Contractor must provide all personnel deemed necessary to meet the requirements of the Contract.

- A. 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.
- B. 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.
- C. Contractor shall transfer promptly from the Aviation Authority 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.
- D. 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.
- E. 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.
- F. All Contractor and any Subcontractor employees who perform services pursuant to this Contract shall be able to read, write, speak and understand the English language.
- G. 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.

- 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.

2.7. Airport Security

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

2.8. Airport Operations Area

- A. The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area ("AOA"), which includes the ramp area and aprons, unless authorized by the Vice President. Contractor's personnel are required to successfully complete SIDA Training and demonstrate proficiency in all Airport Operations Instructions ("AOI") regarding secured access to airfield and aircraft ramp and apron areas. No escorts of any type will be provided.
- B. Airport Security: Contractor's services shall be performed in accordance with the TSA, the Federal Aviation Administration ("FAA"), and any other governmental agency security directives, rules, and regulations. The FAA and the TSA may assess fines and penalties for Contractor's noncompliance with the provisions of Title 49 Code of Federal Regulations ("CFR"), Parts 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within ten (10) days of notification in writing, Contractor shall reimburse the City for any paid fines or penalties assessed against the City because of Contractor's noncompliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- C. The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to MCO.

2.9. 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 Aviation Authority. Contractors will 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 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.

2.10. 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 non-reimbursable 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.

- G. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operations Area ("AOA") the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority.
- H. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.
- I. Fees Associated with Identification Badges and Keys The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance. **Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**
- J. 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.

- K. 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 for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

2.11. Performance, Inspections and 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's Authorized Representative ("AAR") shall conduct inspections and 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 Payment Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- D. The Contractor's invoice shall generally describe the services rendered by work area and location, type of service, date rendered, and shall contain such other information and is accompanied by such supporting documentation and other materials as the Aviation Authority shall request. The forms to be used will be provided by the Contractor, with approval of the Aviation Authority.
- E. The Aviation Authority will reimburse the Contractor for reasonable freight and shipping charges incurred with respect to any such reimbursable items, at actual cost, for which parts, materials, equipment rental and other reimbursable items are approved in writing by the Aviation Authority in advance of such shipment. The cost of overnight delivery shall be approved in writing in advance by the AAR.
- F. 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.

- G. 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

2.12. Price Escalation/De-Escalation (CPI)

- A. The original contract prices shall be firm for the five years contract period. A price escalation/de-escalation **may be** considered after **the 3rd** year, and once a year thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract's anniversary date.
- B. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.
- C. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change.
- D. Formula is as follows: $\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$ $\% \text{ of Change} \times 100 = \text{Percentage Change}$
CPI-U Calculation Example: CPI for the current period 232.945 Less CPI for the base period 229.815 Equals index point change 3.130 Divided by base period CPI 229.815 Equals 0.0136 Result multiplied by 100 0.0136 x 100 Equals percent change 1.4%
- E. A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, the Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Aviation Authority's Purchasing Department.
- F. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 3%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.

- G. All price adjustments must be accepted by the Vice President of Purchasing, and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed. No retroactive contract price adjustments will be allowed. Only final CPI data will be used to adjust contract pricing.
- H. Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract the Contractor shall notify the Aviation Authority's Purchasing Department of price decreases in the method outlined above.
- I. If the Contractor intentionally fails to pass the decrease on to the Aviation Authority, the Aviation Authority reserves the right to place the Contractor in default.

3. INSURANCE REQUIREMENTS

3.1. General Information

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

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

3.2. Commercial General Liability and Automobile Liability Insurance

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

3.3. Workers' Compensation and Employer's Liability Insurance

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

3.4. Pollution/Environmental Liability Insurance

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

3.5. Other Insurance Requirements

Contractor agrees to the following as it relates to all above required insurance:

- A. 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.
- B. Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and that any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- C. Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.
- D. Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.
- E. All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.
- F. A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section 2.5 shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.
- G. 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.

- H. The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- I. If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- J. 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.

4. MINIMUM REQUIREMENTS

Respondent must meet the minimum requirements noted under this section in order to be considered for award. Respondents must address each Minimum Requirement, and provide affirmative statements and/or documentation in the Vendor Questionnaire to demonstrate meeting the Minimum Requirements.

4.1. Minimum Experience

Respondent shall have a minimum of three years of continuous, recent and verifiable experience providing services of the type described in the Scope of Work Section, within three years prior to the deadline of this Solicitation. Respondent shall provide an affirmative statement and/or documentary proof of such experience with the Response submission.

4.2. References

- A. Respondent must provide at least three references from Clients to whom the Respondent delivered goods or provided services of a similar scope, within three years from the date of this solicitation.
- B. Respondents' references should demonstrate that the Respondent reasonably has the reputation to perform the Scope of Services / provide goods.
- C. **References shall be able to validate the Respondent's capabilities and experience.**
- D. The Respondent authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Respondent and its Team members. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Respondent's past performance and may consider such information in its evaluation and selection of Proposers.
- E. **Respondent bears full responsibility for naming references which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's evaluation may be adversely affected by non-responsive references.**

4.3. Signed Contract

An affirmative statement is required that the Respondent is willing to sign the Contract set forth in this Solicitation, as amended, within ten (10) days after receipt of the Notice of Intent to Award. The Aviation Authority's goal is that the terms and conditions stated in the Solicitation Documents will constitute the

terms of the final Contract between the Aviation Authority and the successful Respondent, without significant or material change to such terms or conditions. A sample contract is included in this solicitation under Contract Sample section.

4.4. Registration with the State of Florida

Respondent shall be registered/qualified to do business in the State of Florida. Provide a copy of such registration/qualification to the Aviation Authority with the Response submission.

4.5. Proof of Insurability

The submittal shall contain proof of insurability issued by a company currently authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating for the required insurance(s) listed in this solicitation under Insurance Requirements. Requirements can be found under Section: Insurance Requirements.

4.6. Letter of Bondability / Letter of Credit

Respondent shall provide a Letter of Bondability on a surety company letterhead or a letter from a US Bank for a Letter of Credit confirming that the Respondent can obtain one or the other and understands only the Performance bond or letter of Credit will be accepted.

4.7. License / Certification Requirements

Respondent must have the following License / Certification: Certified Pesticide Operator License, Aquatic Weed License, Commercial Pesticide Applicator License

5. SCOPE OF WORK / SPECIFICATIONS

5.1. Overview

The Contractor shall provide all labor, supervision, management, administrative oversight, general supplies for the performance of duties and cleaning of work area, and all other items necessary for, or incidental to, providing goods/services at the Orlando International Airport and Orlando Executive Airport in accordance with this Specification. The Aviation Authority's Authorized Representative ("AAR") will provide direction on what general supplies are the responsibility of the Contractor and what type of cleaning products are approved.

5.2. Scope of Work

- a. The Contractor shall perform aquatic weed control of all undesirable aquatic plants as necessary to maintain a free flow of water and an acceptable aesthetic appearance in lakes, canals, ponds, and ditches per Exhibit "1" - Aquatic Weed Control Areas with the location of such treatment areas shown for the Orlando International Airport and Orlando Executive Airport in accordance with this Specification.
- b. Work to be performed by the Contractor includes, but is not limited to, the supplying of all labor, supervision, materials, supplies, equipment, and tools, necessary for performing all work in connection with the chemical/pesticide application, biological treatment, or mechanical removal of aquatic weeds throughout the specified bodies of water listed herein, unless directed otherwise.
- c. The Contractor shall perform all services utilizing chemical, biological and manual control methods of algae and aquatic weeds (including hydrilla), with monthly inspections and treatments as necessary.
- d. All targeted vegetation shall be treated with an herbicide approved for use within aquatic areas. Application of the product shall be by a certified herbicide applicator licensed by the Florida Department of Agriculture and Consumer Services for Aquatic and Natural Area Weed Management categories. Care shall be exercised at all times to avoid incidental spraying or drift of herbicides to non-target vegetation including cessation of spraying during windy conditions.
- e. The plant nuisance species to be eradicated from the sites shall include, but shall not be limited to the following: *Ludwigia peruviana* (Primrose Willow), *Ludwigia arcuata* (False Loosestrife), *Alternanthera philoxeroides* (Alligator Weed), *Typha* spp. (Cattail), *Panicum repens* (Torpedo Grass), *Sesbania vesicaria* (Rattle Box), *Eichhornia crassipes* (Water Hyacinth), *Ipomoea* spp. (Morning Glory), *Vigna* spp (Cowpea), *Hydrilla verticillata* (*Hydrilla* both submerged and emerged), broadleaf weeds, grassy weeds, algae, and any other water borne nuisance plants that may exist or be introduced into the Aviation Authority's water system as described herein.

f. The areas to be treated shall extend from water's edge to water's edge at the time of each treatment, provided, however, ponds A-4, A-5 and A-6 located next to the Beachline Expressway shall be treated to the top of the rip-rap. The water levels are subject to fluctuation in all areas covered by the Contract.

h. Contractor shall also provide sonar services as well as mechanical (e.g. weed harvesters or backhoes) weed removal services on an as needed basis as determined by AAR.

5.3. Work Hours

a. Standard Work Hours - The Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours.

b. Response Time for Regular Service Calls - The Contractor shall respond verbally by telephone to a written or verbal request by the AAR and/or the Contract Compliance Coordinator within four hours of receiving the request, and shall commence on-site repair or replacement services within 24 hours from the time the written request is received by the Contractor.

c. Response Time To Emergency Call Services - Contractor shall physically respond to emergency call services within two hours of notification if any of Contractor's technicians are on site. Contractor shall physically respond to emergency call services within four hours at all other times, seven days per week, 365 days per year.

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

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

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

g. Sign-In and Sign-Out Log - The Contractor's personnel shall, upon arrival, physically sign-in when arriving at a work site, and physically check-out prior to departing a work site by logging into the designated computer at the Aviation Authority's Central Plant (407) 825-4000, located at the west end of Level 1 of Terminal A. Additionally, there is a secondary check-in location at the Maintenance Shops

Building. Upon completion of the work , the Contractor's personnel shall check-out before leaving the premises. Contractors invoice time must match the Contractors sign in/out log. Time required for travel to and from the Aviation Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.

5.4. Nuisance Weed Control Program

- a. Contractor shall, within the first 30 days, perform a site condition survey to include taking pictures of the aquatic site areas covered in this Scope of Work/Specification. The site condition survey shall be used to establish the existing conditions of the work areas.
- b. Upon completion of the site condition survey, the Contractor shall within ten days submit the Maintenance and Treatment Report with photos, as described on Exhibit "2" listing the current conditions of all sites surveyed and a proposed plan for treatment of all nuisance plants within the site areas.
- c. The Aviation Authority must review the Contractor's proposed Maintenance and Treatment Report, and either approve or disapprove of its content prior to the program's proposed commencement date. In the event the Aviation Authority disapproves of the Contractor's Maintenance and Treatment Report, or a portion thereof, the Contractor shall submit to the Aviation Authority an acceptable revised treatment program within five days following the date of disapproval of Contractor's initial Response.
- d. The Contractor is responsible for providing all chemicals, herbicides and other products associated for the control of nuisance plants which are identified in the recommended Maintenance and Treatment Report approved by the AAR.
- e. Quality Control. The Contractor shall establish and maintain a quality control plan to ensure the requirements of the contract are being met.

5.5. Chemical Application Program

- a. The Contractor shall use herbicides and chemicals approved and labeled by U.S. Department of Agriculture and U.S. Environmental Protection Agency for use in or around aquatic situations and which are used as an acceptable practice for eradication of exotic vegetation and/or nuisance species. Contractor will perform services in accordance with the Florida Aquatic Weed Control Act, as set for in Section 369.20, Florida Statutes. In addition, chemicals applied shall be included on the current list of approved herbicides through IFAS: <https://plants.ifas.ufl.edu/manage/management-plans/chemical-control-considerations/herbicides-registered-for-use-in-florida-waters>.
- b. All chemicals used for control of nuisance plants must be used in accordance with manufacturers' label instructions so as not to be harmful to wildlife and in a manner not to cause erosion or property damage. The use of any chemicals within the service site area must be reviewed in advance by the Aviation Authority.

- 1) The Contractor's written Maintenance and Treatment Report as described on Exhibit "2", shall include information of specific chemicals used and methods of applications that Contractor proposes to use to control the undesirable aquatic weeds. SDS sheets and labels must be provided to the AAR for record of Chemicals used.
 - 2) In the event a chemical identified on Contractor's Nuisance Weed Control Program is banned or restricted by a governing agency during the term of this Contract, the Contractor shall notify the Aviation Authority and shall submit the alternate chemical approved by the governing agencies.
- c. The rate of application of chemicals shall be in accordance with product manufacturers' label and/or instructions. Contractor shall use due care to avoid damage to adjacent turf areas and desirable plant materials specified by the Aviation Authority, to avoid fish kills, property damage, or other environmental damage.
 - d. Drift control agents shall be used in areas where herbicides are being applied on or above the water surface to avoid drift onto surrounding vegetation, and any additional measures required by Florida Department of Environmental Protection Rules, Chapter 16C-20, of the Florida Administrative Code.
 - e. If treated vegetation continues to produce sprouts within 30 days of inspection and acceptance by the AAR or designee of the monthly services, the vegetation shall be re-treated a second time at no additional cost to the Aviation Authority.

5.6. Mechanical Removal Program

- a. Mechanical removal of nuisance species may be required, when directed by the AAR, in designated drainage ditches within the Contract boundaries. Mechanical removal shall include removal of entire plant or tree, with the root ball, whenever possible. If the removal of the entire plant or tree is not practical (e.g., too big, removal damages the drain ditch bank, etc.), Contractor shall cut the plant or tree off as close to ground level as possible, removing and disposing of debris properly. Mechanical removal of nuisance species shall be accomplished without any permanent damage to trees or desirable plants or any other property on the Aviation Authority's premises by equipment.
- b. Turbidity control devices must be in place when necessary. Contractor shall at all times comply with the provisions of Chapter 17-302 (Surface Water Quality Standards) of the Florida Administration Code.

5.7. Trash and Debris Removal

- a. The Contractor shall remove all trash and debris, including, but not limited to, replaced or removed plants or trees, leaves and branches, or other material from the work site area at the end of each work day or as needed and requested by the AAR.

b. The debris shall be removed from Aviation Authority's premises and properly disposed of by the Contractor at the Contractor's expense. In no event shall Contractor burn, bury or otherwise dispose of trash or plant debris on the Aviation Authority's premises.

5.8. Inspections

Contractor shall perform monthly inspections and treatments, including but not be limited to:

- 1) Algae and aquatic weed control in open water areas only.
- 2) Shoreline grass control to the waters' edge in non-vegetated areas only.
- 3) Littoral shelf maintenance-wicking for the control of cattail and primrose willow.
- 4) Removal of all trash and other nonorganic materials (bottles, cans, litter, etc.) that are floating in the pond or at the water line will be conducted as part of each inspection. Management reporting will be used to verify trash removal activities.
- 5) Overflow structures shall be cleared of weeds and debris at each inspection. The total amount/volume of weed and debris collected must be reported with the monthly report.
- 6) Inspection and Unsatisfactory Work. During periods of pond maintenance, the Contractor shall consult with the AAR for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall reperform any work which is necessary, without additional compensation.

5.9. Aviation Authority's Responsibilities

- A. The Aviation Authority will provide employee parking at the designated Employee Parking Lot at no cost to the Contractor or its employees while performing the work specified herein.
- B. The Aviation Authority will provide to Contractor the necessary keys for any security gates to facilitate access into service areas so that Contractor may perform maintenance services. The Contractor shall ensure any and all security gates to the premises are closed and locked at all times, including, during Contractor's work hours.

5.10. Contractor's Responsibilities

- A. The Contractor shall attend a contract coordination meeting and all meetings after the commencement of the Contract as requested by the AAR.
- B. At the end of the term of the Contract, the Contractor shall attend meetings before and after the expiration of the Contract if, upon expiration, another Contractor has been selected to provide services.

- C. Contractor assumes all liability and shall hold the Aviation Authority harmless with respect to the its Employees and Employees of any Sub-Contractors assigned to this Contract if they are injured on the Aviation Authority property.
- D. All work performed under this contract shall be carried out under the direction of the AAR. The Contractor in the course of the work under this contract is responsible for continuous communications and coordination with the AAR.
- E. The Contractor shall provide trained personnel for all phases of this contract as specified in the Scope of Services.
- F. Contractor Supervisors are required to carry a working cell phone at all times while on duty to communicate with the AAR. Should they not be able to be reached immediately, they shall return any missed calls within 10 minutes.
- G. The Contractor shall report to the AAR any critical issues discovered immediately. The AAR will coordinate with the Contractor on the reporting and tracking process.
- H. The Contractor shall provide all equipment and chemicals used in the chemical/pesticide application, biological treatment, or mechanical removal of aquatic weeds throughout the specified bodies of water listed herein.
- I. The Contractor shall be solely responsible for furnishing all tools, vehicles, water vessels, supplies, equipment, and all other items necessary to perform the work under this Specification.
- J. Contractor shall perform all of its obligations and functions under the Contract in accordance with the Contract specifications and industry standards. 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.
- K. 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.
- L. The Contractor shall advise the AAR, as soon as is practical, of any condition, which may adversely affect the Contractor's ability to provide the services required by the contract.

5.11. Contractor's Personnel

- A. The Contractor's employees engaged to perform work under this Contract should be regular, full-time and/or part-time personnel. The use of "short term temporary" or casual "day labor" personnel to perform the work will not be permitted, except as authorized by the Aviation

Authority on a case-by-case basis in situations such as employee illness or disability, or unusually high traffic flow. This prohibition shall extend to the use of any temporary help or placement agencies.

- B. Supervisor: The Contractor shall provide an individual who shall be responsible for the performance of the work. The name of this person and alternate(s) who shall act for the Contractor when the Supervisor is unavailable shall be designated in writing to the AAR. The Supervisor or alternate shall be available during normal business hours within 24 hours to meet with personnel designated by the AAR to discuss problem area.
- C. Project Manager: The Contractor shall designate a Project Manager who shall have full authority to act on behalf of the Contractor on all matters relating to Aquatic Weed operations.
- D. Qualified Technicians: The Contractor is responsible for providing fully qualified and licensed/certified technicians/workers to perform the tasks necessary in providing these services. The Contractor must ensure that each crew has a minimum of two employees.
- E. Any person employed by the Contractor who exhibits inadequate experience or is incapable in the field, may be removed from the work site at the discretion of the AAR.
- F. Contractor is required to have a Certified Pesticide Operator ("CPO") on-site to perform all spraying operations and to monitor the Contract area for insects and diseases. Contractor shall provide a copy of current Certified Pesticide Operator's License to AAR and the Contractor's proposed on-site CPO must be approved by the AAR.
- G. The primary spray technician is required to be a Certified Pesticide Operator ("CPO") State of Florida Department of Agriculture and Consumer Services, and have a minimum of three (3) years spray experience on a project of substantially similar scope and size.
- H. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- I. 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.

5.12. Contractor's Responsibilities

a. The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications.

b. Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the AAR.

d. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Safety Data Sheets on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time. All work is to be coordinated with the AAR, who may be reached at (407) 825-2819.

All work at Orlando Executive Airport ("ORL") is to be coordinated with ORL's AAR, who may be reached at (407) 896-1218. ORL work is as required and requested by ORL's AAR only. Contractor shall be given 30 days notice prior to such requirement.

e. Contractor shall treat nuisance species with chemicals without undue risk of damage to desirable species and trees; provided that such areas to be chemically treated have approved permits for such treatment as issued by the South Florida Water Management District and/or the St. Johns River Water Management District.

f. Contractor shall promptly replace at its sole cost any tree or plant that dies as a result of Contractor's negligence, omission or wrongful act. All replacement trees and plants shall be of the same species and of similar size and grade as the trees and plants being replaced, except to the extent the Aviation Authority otherwise approves in advance any different species and/or sizes.

g. Contractor shall perform the work hereunder so that the maintenance required by the Contract complies with South Florida Water Management District Permit Number 48-00063-S, which mandates that no more than 10% nuisance species and at least an 80% survival rate for desirable plant species must be maintained at the sites at the Orlando International Airport.

h. Contractor shall perform the work hereunder so that the maintenance required by the Contract complies with St. Johns Water Management District Permit Number 4-095-0550G, which mandates that at least an 80% survival rate for desirable plant species must be maintained at the sites at Orlando Executive Airport .

i. Copies of the permits are held by the Aviation Authority's Planning and Environmental Department and can be viewed upon request.

j. Contractor shall use only the roads or marked paths that the Aviation Authority has approved and identified to Contractor in writing in advance to move equipment to and from service areas. These roads

or paths may be under water during a heavy rainstorm but will normally be passable within forty-eight (48) hours. The Aviation Authority, in its discretion, may by prior written notice authorize Contractor to use an alternate route.

k. Contractor shall ensure that all work sites remain clean and orderly at all times. All waste materials associated with this project shall be handled in accordance with all federal, state, and local regulations. Work areas shall be cleared of any project related refuse or debris at the end of each workday. It shall be the sole responsibility of the Contractor to dispose of all waste materials.

l. Contractor shall report all damage, vandalism, or unsafe conditions to the AAR immediately.

m. Contractor shall be obligated to advise the Aviation Authority as soon as practical of any defect or condition which may adversely affect this Contract work, including any defect or condition which is not covered under the scope of the Contract.

n. Restock. Contractor shall be solely responsible for restocking bodies of water should a fish kill occur as a result of a chemical treatment.

5.13. Contractor's Tools and Equipment

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

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

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

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

5.14. Survey - Termination of Contract

a. During the 30 day period immediately preceding the expiration of this Contract, or in the event of its earlier termination, within the thirty (30) day period following delivery to the AAR of written notice of such termination, the AAR shall make a final condition survey.

b. The survey performed by the Aviation Authority shall establish a punch list of any work made necessary by any failure of the Contractor to perform all of its Contract obligations (including, without limitation the removal of all nuisance plants from the areas listed on Attachment "A") and/or any damage to the desirable plant materials or trees, roadways, drainage devices, or turf within the site area. The Aviation Authority, at its discretion, shall make the final decision as to whether any work listed in the punch list is necessary or desirable.

c. The Aviation Authority shall determine the dollar value of any work included on the punch list, including material and labor costs, and the Aviation Authority shall withhold this dollar value from any amounts owed by the Aviation Authority to the Contractor. The Contractor shall pay to Aviation Authority promptly after the Aviation Authority's written demand, any amount owed by the Contractor in excess of the amount withheld by the Aviation Authority. The Contractor's obligations herein shall survive the expiration, or earlier termination of the Contract. The procedures established in this paragraph should in no way limit the Aviation Authority's right to any other remedy.

5.15. Reports

- A. The Contractor shall provide reports on a daily, weekly, or monthly basis, as requested by the AAR. The reports shall include, but not be limited to, the scheduled hours and actual hours worked, the quality of performance, and the services provided by the Employees and Supervisors, including Sub-Contractors Employees and Supervisors.
- B. Contractor is required to have electronic attendance and electronic scheduling systems for all the reimbursable positions under this Contract.
- C. Monthly Reports. Contractor shall submit an electronic report to the Aviation Authority each month. Each report must clearly state the name, address of the site, the results of each test taken at the site, types of weeds treated, chemicals and equipment used for the treatment, and any other services performed. Recommended treatments and restrictions are also to be documented. Reports must include a photo of each pond or waterway with a date/time stamp.
- D. Reports shall include a written narrative for each required treatment based upon the inspection of plant conditions and survivability rate of desirable plants within the site areas covered under this Contract. Prior to performance of any scheduled maintenance work, the Contractor shall deliver to the Aviation Authority, an on-site report utilizing the Maintenance and Treatment Report as described on Attachment "B". In the report, the Contractor shall review the following with respect to the site area:
 - General health and vitality of all plantings, including the natural recruitment and growth rates of desirable species.
 - Existence and type of all nuisance species of plants.

- Existence and severity of any pests, insects or diseases affecting any of the plant materials.
 - Vandalism or damage experienced.
 - Treatment or replacement recommendations.
- A. The Contractor shall complete a Monthly Maintenance Submittal as described on Exhibit “3”, which reflects the specific areas that scheduled maintenance was performed.
- B. The Contractor's maintenance program(s) shall be subject to the Aviation Authority's review and the Contractor agrees to make such changes in these program(s) as may be requested by the Aviation Authority in order to maintain compliance with the conditions of these Specifications.

5.16. On-Site Communications

- A. The Contractor shall provide, at its sole cost, all communications equipment necessary to properly and efficiently perform its obligations under this Contract to include sufficient radios (programmable to interface with GOAA radio frequency) smart/cell telephones, facsimile/copy machines, office computers, including all maintenance and repair services for its communications equipment, and all connectivity and retransmission requirements for same.
- B. The Contractor's employees and subcontractors shall abide by the Aviation Authority's established procedures for using radios and etiquette requirements at all times. Radios provided and maintained by the Contractor must be suitable/programmable to the Aviation Authority's radio frequency.

5.17. Additional Work

- A. If the Aviation Authority requests the Contractor to provide services in addition to those specified above, the Contractor shall develop a work plan detailing the specific tasks to be completed and provide a detailed not-to-exceed budget for performing such Additional Services. The Contractor shall not perform any Additional Services until the Aviation Authority has issued a written notice-to-proceed with the execution of the work plan.
- B. The Contractor shall be required to perform additional work if required beyond the other provisions of the Specifications. Before such performance, the Contractor shall obtain written approval for the Additional Work from the AAR or designee.
- C. Additional Work shall refer to those aquatic weed treatments required as a result of vandalism or damage to equipment caused by third parties. In the event that the damage or wear cannot clearly be attributed to vandalism or third-party causes, the AAR shall make the final determination in its sole discretion; and

- D. Additional Work shall also refer to storm damage directly caused by a hurricane, tropical storm or by a tornado that has been confirmed by the National Weather Service or otherwise as specified in Section Titled "Work Hours."

5.18. Exhibits

Exhibits are attached hereto and incorporated herewith.

Exhibit	"1"	-	Aquatic	Weed	Control	Area	Map
Exhibit	"2"	-	Maintenance	and	Treatment		Report
Exhibit "3" - Monthly Maintenance Spreadsheet							

6. PRICING TABLE(S)

Only pricing submitted in the OpenGov Pricing Table(s) will be accepted and considered. All charges and fees must be disclosed in the Pricing Table(s).

Freight Terms: FOB Destination, Freight Prepaid. Respondent pays and bears the freight charge, owns goods in transit and files claims if any.

Payment Terms: Net 45

PRICE TABLE

Year 1 - The UoM Price 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, 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.

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
1	A-01	12.32	Month	12		
2	A-02	6.68	Month	12		
3	A-02.A	0.92	Month	12		
4	A-03	1.39	Month	12		
5	A-03.A	2.66	Month	12		
6	A-03.B	4.68	Month	12		
7	A-04	0.83	Month	12		
8	A-05	3.44	Month	12		
9	A-06	1.17	Month	12		
10	A-07	0.56	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
11	A-08	0.78	Month	12		
12	A-09	0.19	Month	12		
13	A-12	0.16	Month	12		
14	A-13	0.96	Month	12		
15	B-01	2.35	Month	12		
16	B-02	1.8	Month	12		
17	B-02.A	0.15	Month	12		
18	B-06	2.12	Month	12		
19	B-09	8.49	Month	12		
20	B-10	0.27	Month	12		
21	B-11	1.95	Month	12		
22	B-13	1.93	Month	12		
23	B-13.C	1.03	Month	12		
24	B-17	1.93	Month	12		
25	B-18	5.99	Month	12		
26	B-24	14.22	Month	12		
27	B-25	2.56	Month	12		
28	B-26	4.19	Month	12		
29	B-26.A	6.52	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
30	B-27	0.57	Month	12		
31	B-28	0.78	Month	12		
32	B-29	3.78	Month	12		
33	B-30	61.43	Month	12		
34	B-33	18.97	Month	12		
35	B-33.A	4.53	Month	12		
36	B-33.B	19.29	Month	12		
37	B-34	8.54	Month	12		
38	B-34.A	1.11	Month	12		
39	B-34.B	1.27	Month	12		
40	B-34.C	0.8	Month	12		
41	B-35	16.34	Month	12		
42	B-41	12.81	Month	12		
43	B-43	0.62	Month	12		
44	B-44	0.66	Month	12		
45	B-45	0.15	Month	12		
46	C-01	1.11	Month	12		
47	C-02	26.07	Month	12		
48	C-03	0.35	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
49	C-04	0.14	Month	12		
50	C-05	0.24	Month	12		
51	C-06	0.53	Month	12		
52	C-07	0.88	Month	12		
53	C-08	0.86	Month	12		
54	C-09	0.74	Month	12		
55	C-10	0.35	Month	12		
56	C-11	0.73	Month	12		
57	C-12.B	0.32	Month	12		
58	C-12.C	0.91	Month	12		
59	C-16	0.93	Month	12		
60	C-17	0.75	Month	12		
61	C-18	0.04	Month	12		
62	C-19	0.08	Month	12		
63	C-20	0.91	Month	12		
64	C-25	0.52	Month	12		
65	C-27	0.21	Month	12		
66	C-28	0.71	Month	12		
67	C-29	53.26	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
68	C-29.A	0.41	Month	12		
69	C-29.B	2.13	Month	12		
70	C-30	1.53	Month	12		
71	C-31	2.32	Month	12		
72	C-31.A	1.3	Month	12		
73	C-31.B	1.85	Month	12		
74	C-34	3.75	Month	12		
75	C-34.A	29.57	Month	12		
76	C-35	18.14	Month	12		
77	C-36	0.33	Month	12		
78	C-38	10.75	Month	12		
79	C-39	7.51	Month	12		
80	C-40	27.54	Month	12		
81	C-41	4.57	Month	12		
82	C-42	10.58	Month	12		
83	C-43	5.71	Month	12		
84	C-44	0.28	Month	12		
85	C-47	1.04	Month	12		
86	C-48	0.87	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
87	C-49	2.25	Month	12		
88	C-50	4.31	Month	12		
89	C-51	3.61	Month	12		
90	C-52	2.19	Month	12		
91	C-53	6.34	Month	12		
92	C-54	0.81	Month	12		
93	C-55	0.61	Month	12		
94	C-56	4.05	Month	12		
95	C-57	12.9	Month	12		
96	C-58	17.03	Month	12		
97	C-58.A	1.46	Month	12		
98	C-59	12.74	Month	12		
99	C-62	6.05	Month	12		
100	C-63	9.12	Month	12		
101	C-63.A	2.81	Month	12		
102	C-63.B	0.31	Month	12		
103	C-64	1.77	Month	12		
104	C-66	0.98	Month	12		
105	C-67	3.2	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
106	C-67.A	3.18	Month	12		
107	C-68	2.11	Month	12		
108	C-69	5.56	Month	12		
109	C-70	1.6	Month	12		
110	C-71	4.22	Month	12		
111	C-72	8.39	Month	12		
112	C-73	3.39	Month	12		
113	C-74	1.93	Month	12		
114	C-75	2.93	Month	12		
115	C-76	3.37	Month	12		
116	C-77	6.01	Month	12		
117	C-78	1.75	Month	12		
118	C-79	3.49	Month	12		
119	C-80	1.84	Month	12		
120	C-81	3.03	Month	12		
121	C-82	7.3	Month	12		
122	C-83	7.77	Month	12		
123	C-84	14.9	Month	12		
124	C-85	8.05	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
125	C-87	0.94	Month	12		
126	C-88	0.53	Month	12		
127	C-89	4.25	Month	12		
128	C-91	0.96	Month	12		
129	C-92	1.24	Month	12		
130	C-93	2.65	Month	12		
131	C-94	5.9	Month	12		
132	C-95	1.68	Month	12		
133	C-96	5.26	Month	12		
134	C-97	2.87	Month	12		
TOTAL						

ADDITIONAL SERVICES

Year 1

Line Item	Description	Unit of Measure	Quantity	UoM Cost	Total
1	New Ponds	Acres	500		
2	Additional Std. Work Hours	Hour	50		
3	Sonar Treatment, As Requested	Each	12		
TOTAL					

PRICE TABLE

Year 2

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
1	A-01	12.32	Month	12		
2	A-02	6.68	Month	12		
3	A-02.A	0.92	Month	12		
4	A-03	1.39	Month	12		
5	A-03.A	2.66	Month	12		
6	A-03.B	4.68	Month	12		
7	A-04	0.83	Month	12		
8	A-05	3.44	Month	12		
9	A-06	1.17	Month	12		
10	A-07	0.56	Month	12		
11	A-08	0.78	Month	12		
12	A-09	0.19	Month	12		
13	A-12	0.16	Month	12		
14	A-13	0.96	Month	12		
15	B-01	2.35	Month	12		
16	B-02	1.8	Month	12		
17	B-02.A	0.15	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
18	B-06	2.12	Month	12		
19	B-09	8.49	Month	12		
20	B-10	0.27	Month	12		
21	B-11	1.95	Month	12		
22	B-13	1.93	Month	12		
23	B-13.C	1.03	Month	12		
24	B-17	1.93	Month	12		
25	B-18	5.99	Month	12		
26	B-24	14.22	Month	12		
27	B-25	2.56	Month	12		
28	B-26	4.19	Month	12		
29	B-26.A	6.52	Month	12		
30	B-27	0.57	Month	12		
31	B-28	0.78	Month	12		
32	B-29	3.78	Month	12		
33	B-30	61.43	Month	12		
34	B-33	18.97	Month	12		
35	B-33.A	4.53	Month	12		
36	B-33.B	19.29	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
37	B-34	8.54	Month	12		
38	B-34.A	1.11	Month	12		
39	B-34.B	1.27	Month	12		
40	B-34.C	0.8	Month	12		
41	B-35	16.34	Month	12		
42	B-41	12.81	Month	12		
43	B-43	0.62	Month	12		
44	B-44	0.66	Month	12		
45	B-45	0.15	Month	12		
46	C-01	1.11	Month	12		
47	C-02	26.07	Month	12		
48	C-03	0.35	Month	12		
49	C-04	0.14	Month	12		
50	C-05	0.24	Month	12		
51	C-06	0.53	Month	12		
52	C-07	0.88	Month	12		
53	C-08	0.86	Month	12		
54	C-09	0.74	Month	12		
55	C-10	0.35	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
56	C-11	0.73	Month	12		
57	C-12.B	0.32	Month	12		
58	C-12.C	0.91	Month	12		
59	C-16	0.93	Month	12		
60	C-17	0.75	Month	12		
61	C-18	0.04	Month	12		
62	C-19	0.08	Month	12		
63	C-20	0.91	Month	12		
64	C-25	0.52	Month	12		
65	C-27	0.21	Month	12		
66	C-28	0.71	Month	12		
67	C-29	53.26	Month	12		
68	C-29.A	0.41	Month	12		
69	C-29.B	2.13	Month	12		
70	C-30	1.53	Month	12		
71	C-31	2.32	Month	12		
72	C-31.A	1.3	Month	12		
73	C-31.B	1.85	Month	12		
74	C-34	3.75	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
75	C-34.A	29.57	Month	12		
76	C-35	18.14	Month	12		
77	C-36	0.33	Month	12		
78	C-38	10.75	Month	12		
79	C-39	7.51	Month	12		
80	C-40	27.54	Month	12		
81	C-41	4.57	Month	12		
82	C-42	10.58	Month	12		
83	C-43	5.71	Month	12		
84	C-44	0.28	Month	12		
85	C-47	1.04	Month	12		
86	C-48	0.87	Month	12		
87	C-49	2.25	Month	12		
88	C-50	4.31	Month	12		
89	C-51	3.61	Month	12		
90	C-52	2.19	Month	12		
91	C-53	6.34	Month	12		
92	C-54	0.81	Month	12		
93	C-55	0.61	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
94	C-56	4.05	Month	12		
95	C-57	12.9	Month	12		
96	C-58	17.03	Month	12		
97	C-58.A	1.46	Month	12		
98	C-59	12.74	Month	12		
99	C-62	6.05	Month	12		
100	C-63	9.12	Month	12		
101	C-63.A	2.81	Month	12		
102	C-63.B	0.31	Month	12		
103	C-64	1.77	Month	12		
104	C-66	0.98	Month	12		
105	C-67	3.2	Month	12		
106	C-67.A	3.18	Month	12		
107	C-68	2.11	Month	12		
108	C-69	5.56	Month	12		
109	C-70	1.6	Month	12		
110	C-71	4.22	Month	12		
111	C-72	8.39	Month	12		
112	C-73	3.39	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
113	C-74	1.93	Month	12		
114	C-75	2.93	Month	12		
115	C-76	3.37	Month	12		
116	C-77	6.01	Month	12		
117	C-78	1.75	Month	12		
118	C-79	3.49	Month	12		
119	C-80	1.84	Month	12		
120	C-81	3.03	Month	12		
121	C-82	7.3	Month	12		
122	C-83	7.77	Month	12		
123	C-84	14.9	Month	12		
124	C-85	8.05	Month	12		
125	C-87	0.94	Month	12		
126	C-88	0.53	Month	12		
127	C-89	4.25	Month	12		
128	C-91	0.96	Month	12		
129	C-92	1.24	Month	12		
130	C-93	2.65	Month	12		
131	C-94	5.9	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
132	C-95	1.68	Month	12		
133	C-96	5.26	Month	12		
134	C-97	2.87	Month	12		
TOTAL						

ADDITIONAL SERVICES

Year 2

Line Item	Description	Unit of Measure	Quantity	UoM Cost	Total
1	New Ponds	Acres	500		
2	Additional Std. Work Hours	Hour	50		
3	Sonar Treatment, As Requested	Each	12		
TOTAL					

PRICE TABLE

Year 3

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
1	A-01	12.32	Month	12		
2	A-02	6.68	Month	12		
3	A-02.A	0.92	Month	12		
4	A-03	1.39	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
5	A-03.A	2.66	Month	12		
6	A-03.B	4.68	Month	12		
7	A-04	0.83	Month	12		
8	A-05	3.44	Month	12		
9	A-06	1.17	Month	12		
10	A-07	0.56	Month	12		
11	A-08	0.78	Month	12		
12	A-09	0.19	Month	12		
13	A-12	0.16	Month	12		
14	A-13	0.96	Month	12		
15	B-01	2.35	Month	12		
16	B-02	1.8	Month	12		
17	B-02.A	0.15	Month	12		
18	B-06	2.12	Month	12		
19	B-09	8.49	Month	12		
20	B-10	0.27	Month	12		
21	B-11	1.95	Month	12		
22	B-13	1.93	Month	12		
23	B-13.C	1.03	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
24	B-17	1.93	Month	12		
25	B-18	5.99	Month	12		
26	B-24	14.22	Month	12		
27	B-25	2.56	Month	12		
28	B-26	4.19	Month	12		
29	B-26.A	6.52	Month	12		
30	B-27	0.57	Month	12		
31	B-28	0.78	Month	12		
32	B-29	3.78	Month	12		
33	B-30	61.43	Month	12		
34	B-33	18.97	Month	12		
35	B-33.A	4.53	Month	12		
36	B-33.B	19.29	Month	12		
37	B-34	8.54	Month	12		
38	B-34.A	1.11	Month	12		
39	B-34.B	1.27	Month	12		
40	B-34.C	0.8	Month	12		
41	B-35	16.34	Month	12		
42	B-41	12.81	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
43	B-43	0.62	Month	12		
44	B-44	0.66	Month	12		
45	B-45	0.15	Month	12		
46	C-01	1.11	Month	12		
47	C-02	26.07	Month	12		
48	C-03	0.35	Month	12		
49	C-04	0.14	Month	12		
50	C-05	0.24	Month	12		
51	C-06	0.53	Month	12		
52	C-07	0.88	Month	12		
53	C-08	0.86	Month	12		
54	C-09	0.74	Month	12		
55	C-10	0.35	Month	12		
56	C-11	0.73	Month	12		
57	C-12.B	0.32	Month	12		
58	C-12.C	0.91	Month	12		
59	C-16	0.93	Month	12		
60	C-17	0.75	Month	12		
61	C-18	0.04	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
62	C-19	0.08	Month	12		
63	C-20	0.91	Month	12		
64	C-25	0.52	Month	12		
65	C-27	0.21	Month	12		
66	C-28	0.71	Month	12		
67	C-29	53.26	Month	12		
68	C-29.A	0.41	Month	12		
69	C-29.B	2.13	Month	12		
70	C-30	1.53	Month	12		
71	C-31	2.32	Month	12		
72	C-31.A	1.3	Month	12		
73	C-31.B	1.85	Month	12		
74	C-34	3.75	Month	12		
75	C-34.A	29.57	Month	12		
76	C-35	18.14	Month	12		
77	C-36	0.33	Month	12		
78	C-38	10.75	Month	12		
79	C-39	7.51	Month	12		
80	C-40	27.54	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
81	C-41	4.57	Month	12		
82	C-42	10.58	Month	12		
83	C-43	5.71	Month	12		
84	C-44	0.28	Month	12		
85	C-47	1.04	Month	12		
86	C-48	0.87	Month	12		
87	C-49	2.25	Month	12		
88	C-50	4.31	Month	12		
89	C-51	3.61	Month	12		
90	C-52	2.19	Month	12		
91	C-53	6.34	Month	12		
92	C-54	0.81	Month	12		
93	C-55	0.61	Month	12		
94	C-56	4.05	Month	12		
95	C-57	12.9	Month	12		
96	C-58	17.03	Month	12		
97	C-58.A	1.46	Month	12		
98	C-59	12.74	Month	12		
99	C-62	6.05	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
100	C-63	9.12	Month	12		
101	C-63.A	2.81	Month	12		
102	C-63.B	0.31	Month	12		
103	C-64	1.77	Month	12		
104	C-66	0.98	Month	12		
105	C-67	3.2	Month	12		
106	C-67.A	3.18	Month	12		
107	C-68	2.11	Month	12		
108	C-69	5.56	Month	12		
109	C-70	1.6	Month	12		
110	C-71	4.22	Month	12		
111	C-72	8.39	Month	12		
112	C-73	3.39	Month	12		
113	C-74	1.93	Month	12		
114	C-75	2.93	Month	12		
115	C-76	3.37	Month	12		
116	C-77	6.01	Month	12		
117	C-78	1.75	Month	12		
118	C-79	3.49	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
119	C-80	1.84	Month	12		
120	C-81	3.03	Month	12		
121	C-82	7.3	Month	12		
122	C-83	7.77	Month	12		
123	C-84	14.9	Month	12		
124	C-85	8.05	Month	12		
125	C-87	0.94	Month	12		
126	C-88	0.53	Month	12		
127	C-89	4.25	Month	12		
128	C-91	0.96	Month	12		
129	C-92	1.24	Month	12		
130	C-93	2.65	Month	12		
131	C-94	5.9	Month	12		
132	C-95	1.68	Month	12		
133	C-96	5.26	Month	12		
134	C-97	2.87	Month	12		
TOTAL						

ADDITIONAL SERVICES

Year 3

Line Item	Description	Unit of Measure	Quantity	UoM Cost	Total
1	New Ponds	Acres	500		
2	Additional Std. Work Hours	Hour	50		
3	Sonar Treatment, As Requested	Each	12		
TOTAL					

PRICE TABLE

Year 4

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
1	A-01	12.32	Month	12		
2	A-02	6.68	Month	12		
3	A-02.A	0.92	Month	12		
4	A-03	1.39	Month	12		
5	A-03.A	2.66	Month	12		
6	A-03.B	4.68	Month	12		
7	A-04	0.83	Month	12		
8	A-05	3.44	Month	12		
9	A-06	1.17	Month	12		
10	A-07	0.56	Month	12		
11	A-08	0.78	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
12	A-09	0.19	Month	12		
13	A-12	0.16	Month	12		
14	A-13	0.96	Month	12		
15	B-01	2.35	Month	12		
16	B-02	1.8	Month	12		
17	B-02.A	0.15	Month	12		
18	B-06	2.12	Month	12		
19	B-09	8.49	Month	12		
20	B-10	0.27	Month	12		
21	B-11	1.95	Month	12		
22	B-13	1.93	Month	12		
23	B-13.C	1.03	Month	12		
24	B-17	1.93	Month	12		
25	B-18	5.99	Month	12		
26	B-24	14.22	Month	12		
27	B-25	2.56	Month	12		
28	B-26	4.19	Month	12		
29	B-26.A	6.52	Month	12		
30	B-27	0.57	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
31	B-28	0.78	Month	12		
32	B-29	3.78	Month	12		
33	B-30	61.43	Month	12		
34	B-33	18.97	Month	12		
35	B-33.A	4.53	Month	12		
36	B-33.B	19.29	Month	12		
37	B-34	8.54	Month	12		
38	B-34.A	1.11	Month	12		
39	B-34.B	1.27	Month	12		
40	B-34.C	0.8	Month	12		
41	B-35	16.34	Month	12		
42	B-41	12.81	Month	12		
43	B-43	0.62	Month	12		
44	B-44	0.66	Month	12		
45	B-45	0.15	Month	12		
46	C-01	1.11	Month	12		
47	C-02	26.07	Month	12		
48	C-03	0.35	Month	12		
49	C-04	0.14	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
50	C-05	0.24	Month	12		
51	C-06	0.53	Month	12		
52	C-07	0.88	Month	12		
53	C-08	0.86	Month	12		
54	C-09	0.74	Month	12		
55	C-10	0.35	Month	12		
56	C-11	0.73	Month	12		
57	C-12.B	0.32	Month	12		
58	C-12.C	0.91	Month	12		
59	C-16	0.93	Month	12		
60	C-17	0.75	Month	12		
61	C-18	0.04	Month	12		
62	C-19	0.08	Month	12		
63	C-20	0.91	Month	12		
64	C-25	0.52	Month	12		
65	C-27	0.21	Month	12		
66	C-28	0.71	Month	12		
67	C-29	53.26	Month	12		
68	C-29.A	0.41	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
69	C-29.B	2.13	Month	12		
70	C-30	1.53	Month	12		
71	C-31	2.32	Month	12		
72	C-31.A	1.3	Month	12		
73	C-31.B	1.85	Month	12		
74	C-34	3.75	Month	12		
75	C-34.A	29.57	Month	12		
76	C-35	18.14	Month	12		
77	C-36	0.33	Month	12		
78	C-38	10.75	Month	12		
79	C-39	7.51	Month	12		
80	C-40	27.54	Month	12		
81	C-41	4.57	Month	12		
82	C-42	10.58	Month	12		
83	C-43	5.71	Month	12		
84	C-44	0.28	Month	12		
85	C-47	1.04	Month	12		
86	C-48	0.87	Month	12		
87	C-49	2.25	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
88	C-50	4.31	Month	12		
89	C-51	3.61	Month	12		
90	C-52	2.19	Month	12		
91	C-53	6.34	Month	12		
92	C-54	0.81	Month	12		
93	C-55	0.61	Month	12		
94	C-56	4.05	Month	12		
95	C-57	12.9	Month	12		
96	C-58	17.03	Month	12		
97	C-58.A	1.46	Month	12		
98	C-59	12.74	Month	12		
99	C-62	6.05	Month	12		
100	C-63	9.12	Month	12		
101	C-63.A	2.81	Month	12		
102	C-63.B	0.31	Month	12		
103	C-64	1.77	Month	12		
104	C-66	0.98	Month	12		
105	C-67	3.2	Month	12		
106	C-67.A	3.18	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
107	C-68	2.11	Month	12		
108	C-69	5.56	Month	12		
109	C-70	1.6	Month	12		
110	C-71	4.22	Month	12		
111	C-72	8.39	Month	12		
112	C-73	3.39	Month	12		
113	C-74	1.93	Month	12		
114	C-75	2.93	Month	12		
115	C-76	3.37	Month	12		
116	C-77	6.01	Month	12		
117	C-78	1.75	Month	12		
118	C-79	3.49	Month	12		
119	C-80	1.84	Month	12		
120	C-81	3.03	Month	12		
121	C-82	7.3	Month	12		
122	C-83	7.77	Month	12		
123	C-84	14.9	Month	12		
124	C-85	8.05	Month	12		
125	C-87	0.94	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
126	C-88	0.53	Month	12		
127	C-89	4.25	Month	12		
128	C-91	0.96	Month	12		
129	C-92	1.24	Month	12		
130	C-93	2.65	Month	12		
131	C-94	5.9	Month	12		
132	C-95	1.68	Month	12		
133	C-96	5.26	Month	12		
134	C-97	2.87	Month	12		
TOTAL						

ADDITIONAL SERVICES

Year 4

Line Item	Description	Unit of Measure	Quantity	UoM Cost	Total
1	New Ponds	Acres	500		
2	Additional Std. Work Hours	Hour	50		
3	Sonar Treatment, As Requested	Each	12		
TOTAL					

PRICE TABLE

Year 5

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
1	A-01	12.32	Month	12		
2	A-02	6.68	Month	12		
3	A-02.A	0.92	Month	12		
4	A-03	1.39	Month	12		
5	A-03.A	2.66	Month	12		
6	A-03.B	4.68	Month	12		
7	A-04	0.83	Month	12		
8	A-05	3.44	Month	12		
9	A-06	1.17	Month	12		
10	A-07	0.56	Month	12		
11	A-08	0.78	Month	12		
12	A-09	0.19	Month	12		
13	A-12	0.16	Month	12		
14	A-13	0.96	Month	12		
15	B-01	2.35	Month	12		
16	B-02	1.8	Month	12		
17	B-02.A	0.15	Month	12		
18	B-06	2.12	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
19	B-09	8.49	Month	12		
20	B-10	0.27	Month	12		
21	B-11	1.95	Month	12		
22	B-13	1.93	Month	12		
23	B-13.C	1.03	Month	12		
24	B-17	1.93	Month	12		
25	B-18	5.99	Month	12		
26	B-24	14.22	Month	12		
27	B-25	2.56	Month	12		
28	B-26	4.19	Month	12		
29	B-26.A	6.52	Month	12		
30	B-27	0.57	Month	12		
31	B-28	0.78	Month	12		
32	B-29	3.78	Month	12		
33	B-30	61.43	Month	12		
34	B-33	18.97	Month	12		
35	B-33.A	4.53	Month	12		
36	B-33.B	19.29	Month	12		
37	B-34	8.54	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
38	B-34.A	1.11	Month	12		
39	B-34.B	1.27	Month	12		
40	B-34.C	0.8	Month	12		
41	B-35	16.34	Month	12		
42	B-41	12.81	Month	12		
43	B-43	0.62	Month	12		
44	B-44	0.66	Month	12		
45	B-45	0.15	Month	12		
46	C-01	1.11	Month	12		
47	C-02	26.07	Month	12		
48	C-03	0.35	Month	12		
49	C-04	0.14	Month	12		
50	C-05	0.24	Month	12		
51	C-06	0.53	Month	12		
52	C-07	0.88	Month	12		
53	C-08	0.86	Month	12		
54	C-09	0.74	Month	12		
55	C-10	0.35	Month	12		
56	C-11	0.73	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
57	C-12.B	0.32	Month	12		
58	C-12.C	0.91	Month	12		
59	C-16	0.93	Month	12		
60	C-17	0.75	Month	12		
61	C-18	0.04	Month	12		
62	C-19	0.08	Month	12		
63	C-20	0.91	Month	12		
64	C-25	0.52	Month	12		
65	C-27	0.21	Month	12		
66	C-28	0.71	Month	12		
67	C-29	53.26	Month	12		
68	C-29.A	0.41	Month	12		
69	C-29.B	2.13	Month	12		
70	C-30	1.53	Month	12		
71	C-31	2.32	Month	12		
72	C-31.A	1.3	Month	12		
73	C-31.B	1.85	Month	12		
74	C-34	3.75	Month	12		
75	C-34.A	29.57	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
76	C-35	18.14	Month	12		
77	C-36	0.33	Month	12		
78	C-38	10.75	Month	12		
79	C-39	7.51	Month	12		
80	C-40	27.54	Month	12		
81	C-41	4.57	Month	12		
82	C-42	10.58	Month	12		
83	C-43	5.71	Month	12		
84	C-44	0.28	Month	12		
85	C-47	1.04	Month	12		
86	C-48	0.87	Month	12		
87	C-49	2.25	Month	12		
88	C-50	4.31	Month	12		
89	C-51	3.61	Month	12		
90	C-52	2.19	Month	12		
91	C-53	6.34	Month	12		
92	C-54	0.81	Month	12		
93	C-55	0.61	Month	12		
94	C-56	4.05	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
95	C-57	12.9	Month	12		
96	C-58	17.03	Month	12		
97	C-58.A	1.46	Month	12		
98	C-59	12.74	Month	12		
99	C-62	6.05	Month	12		
100	C-63	9.12	Month	12		
101	C-63.A	2.81	Month	12		
102	C-63.B	0.31	Month	12		
103	C-64	1.77	Month	12		
104	C-66	0.98	Month	12		
105	C-67	3.2	Month	12		
106	C-67.A	3.18	Month	12		
107	C-68	2.11	Month	12		
108	C-69	5.56	Month	12		
109	C-70	1.6	Month	12		
110	C-71	4.22	Month	12		
111	C-72	8.39	Month	12		
112	C-73	3.39	Month	12		
113	C-74	1.93	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
114	C-75	2.93	Month	12		
115	C-76	3.37	Month	12		
116	C-77	6.01	Month	12		
117	C-78	1.75	Month	12		
118	C-79	3.49	Month	12		
119	C-80	1.84	Month	12		
120	C-81	3.03	Month	12		
121	C-82	7.3	Month	12		
122	C-83	7.77	Month	12		
123	C-84	14.9	Month	12		
124	C-85	8.05	Month	12		
125	C-87	0.94	Month	12		
126	C-88	0.53	Month	12		
127	C-89	4.25	Month	12		
128	C-91	0.96	Month	12		
129	C-92	1.24	Month	12		
130	C-93	2.65	Month	12		
131	C-94	5.9	Month	12		
132	C-95	1.68	Month	12		

Line Item	Site	Est. Acres	Unit of Measure	Quantity	UoM Price	Ext. Price
133	C-96	5.26	Month	12		
134	C-97	2.87	Month	12		
TOTAL						

ADDITIONAL SERVICES

Year 5

Line Item	Description	Unit of Measure	Quantity	UoM Cost	Total
1	New Ponds	Acres	500		
2	Additional Std. Work Hours	Hour	50		
3	Sonar Treatment, As Requested	Each	12		
TOTAL					

7. VENDOR SUBMITTALS

Respondent must answer all questions and provide completed documentation under Vendor Questionnaire

7.1. RESPONDENT IDENTIFICATION

7.2. Responding Company's Name*

Provide the name of Respondent company

Maximum response length: 100 characters

*Response required

7.3. Responding Company's Address*

Maximum response length: 200 characters

*Response required

7.4. Respondent's Contact's Name and Title*

Identify the person by Name and Title who is completing this solicitation response. The person identified here will be the contact person related to this solicitation. Must be duly authorized to submit a solicitation response.

Maximum response length: 100 characters

*Response required

7.5. Email address of the Respondent's Contact Person*

Maximum response length: 100 characters

*Response required

7.6. Phone Number of the Respondent's Contact Person*

Maximum response length: 100 characters

*Response required

7.7. Federal Employer Identification Number*

Maximum response length: 200 characters

*Response required

7.8. PRICING

7.8.1. Pricing Table*

Please confirm that you have completed the Pricing Table in OpenGov and have not included any additional pricing information in your response elsewhere. All pricing information is disclosed in the Pricing Table.

☐ Please confirm

*Response required

7.8.2. Payment Terms*

By selecting "Confirm" I hereby acknowledge that the payment Terms are Net 45. Invoice will be submitted once the services are rendered / goods are delivered and accepted by the Aviation Authority.

☐ Please confirm

*Response required

7.9. MINIMUM REQUIREMENTS

7.9.1. State of Florida Registration/Certifications/Licensing.*

Respondent shall be registered/qualified to do business in the State of Florida, as well as certified/licensed to perform the services outlined in the Scope of Work.

Upload a copy of such registration and licenses/certifications.

*Response required

7.9.2. Minimum Experience*

Respondent shall have a minimum of five years' experience prior to the date of this solicitation.

Respondent shall confirm as an affirmative statement of such experience.

☐ Please confirm

*Response required

7.9.3. Proof on Insurability*

The submittal shall contain proof of insurability issued by a company currently authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating for the required insurance(s) listed in the solicitation under Section: Insurance Requirements.

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

Please upload proof of insurability.

*Response required

7.9.4. Proof of Bondability*

Respondent 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 Respondent can obtain one or the other and understands only the Performance Bond or Letter of Credit form will be accepted.

See further details in Section: Special Conditions.

Please upload Letter of Bondability as noted above.

*Response required

7.9.5. References*

Respondents' references should demonstrate that the Respondent and the key individuals have the experience required, and reasonably has the reputation to perform the Scope of Services.

References shall be able to validate the Respondent's capabilities and experience.

Respondent must submit at least three references to whom the Respondent provided goods/services within three years from the date of response submittal to this solicitation.

It is the Respondent's responsibility to provide references and information that most closely demonstrates their experience with organizations (airports, counties, municipalities, or universities) of similar size, complexity, and risk exposure as the Aviation Authority.

The Respondent authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Respondent and its Engagement Team members.

Respondent bears full responsibility for naming references which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's evaluation will be adversely affected by non-responsive references.

Please confirm you understand the reference requirements and will provide the required information.

☐ Please confirm

*Response required

7.9.6. Reference 1*

Enter your first Reference here. Your response must include your Reference's:

- A. Organization's Name
- B. Organization's Address
- C. Contact Person's Name

- D. Contact Person's Email
- E. Contact Person's Phone
- F. Brief Description of Project
- G. Date of Services

Maximum response length: 300 characters

*Response required

7.9.7. Reference 2*

Enter your second Reference here. Your response must include your Reference's:

- A. Organization's Name
- B. Organization's Address
- C. Contact Person's Name
- D. Contact Person's Email
- E. Contact Person's Phone
- F. Brief Description of Project
- G. Date of Services

Maximum response length: 200 characters

*Response required

7.9.8. Reference 3*

Enter your third Reference here. Your response must include your Reference's:

- A. Organization's Name
- B. Organization's Address
- C. Contact Person's Name
- D. Contact Person's Email
- E. Contact Person's Phone
- F. Brief Description of Project
- G. Date of Services

Maximum response length: 200 characters

*Response required

7.10. ADDITIONAL RESPONSE REQUIREMENTS

7.10.1. Acknowledgement of Addenda*

By selecting "Confirm" I hereby acknowledge that I have reviewed revisions and all answers to questions published and any addenda up until the solicitation closing date/time and have given consideration to all information in preparing the response to this solicitation.

☐ Please confirm

*Response required

7.10.2. Certification Regarding Prohibition Against Contracting with Scrutinized Companies*

By selecting "Confirm", 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.

☐ Please confirm

*Response required

7.10.3. Verification of Employment Status / E-Verify Certification*

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

Effective January 1, 2021, public and private employers, contractors and subcontractors will be required to register with, and use the Employment Eligibility Verification System (E-Verify) to verify the work

authorization status of all newly hired employees. The E-Verify system can be obtained at the U.S. Department of Homeland Security website: <http://www/dhs.gov/E-Verify>.

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

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

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

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

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

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

☐ Please confirm

*Response required

7.10.4. Complete and Sign Conflict of Interest Disclosure Form*

Please download the below Conflict of Interest Disclosure Form, complete, and upload. Name the uploaded file: "Conflict of Interest Form".

By selecting "Confirm", I certify, that if awarded, Respondent shall maintain a drug-free workplace in accordance with the Florida Drug-free Workplace Act during the duration of the contract. 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.

☐ Please confirm

*Response required

7.10.6. Current W9*

Provide the Respondents Taxpayer Identification Number and Certification. Go to the following website for instructions and the latest information: www.irs.gov/FormW9

Please upload current signed W9. Name the uploaded file: "Current W9".

*Response required

7.10.7. Respondent's Certification *CONTRACT*****

I have carefully examined the Solicitation document located in the e-Procurement Platform and any and all other documents accompanying or made a part of this Solicitation.

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 one-hundred-twenty (120) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I certify that I have read the entire solicitation document, understood and agree to the terms in this solicitation.

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

I confirm that the Respondent is willing to sign the Contract set forth in this Solicitation, as amended, within ten (10) days after receipt of the Notice of Intent to Award. I understand that the Aviation Authority's goal is that the terms and conditions stated in the Solicitation Documents will constitute the terms of the final Contract between the Aviation Authority and the successful Respondent, without significant or material change to such terms or conditions.

I confirm, under oath, that this Solicitation is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Solicitation for the same product or service. I further certify that no officer, employee or agent of the Aviation Authority or any other Respondent has a financial interest in this Solicitation. I further confirm that I have executed this

Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

☐ Please confirm

*Response required

8. AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

8.1. Intent to Award-Appeal

Any Respondent who is adversely affected by a decision or intended decision concerning this competitive solicitation or contract award and who wants to appeal such specifications, decision, or intended decision shall file an appeal within five (5) business days and in compliance with the Aviation Authority's Policy 110.04, Appeal Process. Failure to file an appeal in accordance with the Aviation Authority's Policy 110.04, shall constitute a waiver of the appeal process.

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

8.2. Awards

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

8.3. Additional Terms & Conditions

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

8.4. Purchasing Contracts With Other Governmental Entities

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

8.5. Lobbying Statement

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Solicitation. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated

Procurement Agent). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Solicitation and written correspondence concerning Responses may be submitted to the Procurement Services Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Respondent in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Respondent during the Solicitation process should be submitted in writing to the The Aviation Authority Annex Building, Procurement Services Department, 5855 Cargo Road, Orlando, FL 32827- 4399, or via the e-Procurement Platform as directed during the Solicitation process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

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

8.6. Whistle Blower Reporting Line

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

8.7. 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.

8.8. 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 Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.9. 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.

8.10. Discounts

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

8.11. Pricing

- A. Firm prices shall be proposed and include FOB DESTINATION, for all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the Aviation Authority to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 120 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. All charges and fees must be disclosed in the Pricing Table. Pricing submitted in any other format will not be accepted.
- B. Unless otherwise stated, all unit prices proposed for goods shall be for materials/items/parts/equipment that are new, unused, or a current year and model, and are fully supported by the manufacturer's warranty to the initial purchaser, as applicable.
- C. The Aviation Authority shall not be obligated to renegotiate or increase any price on a Respondent's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Respondent's overhead costs, including, but not limited to, costs of the required

bonds and insurance coverages, shall be included in such Respondent's prices listed in its Solicitation.

8.12. 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 Response are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

8.13. 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.

8.14. Taxes

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

8.15. 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.

8.16. 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.

8.17. 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.

8.18. Patents and Royalties

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

8.19. 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 Agreement 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.

8.20. 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 agreement and refund to the Aviation Authority the payments actually made to Contractor under this agreement.

8.21. 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 Agreement 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.

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

In the course of performing the Agreement 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 Agreement. The provisions of this Section shall survive the expiration or earlier termination of the Agreement.

8.23. Training

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

8.24. Acceptance

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

8.25. Safety Warranty

The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

8.26. 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.

8.27. Conflict of Interest

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

8.28. Drug-Free Workplace

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

8.29. Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Response for a Contract to provide goods or services to a public entity, shall not submit a Response on a Contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Responses for leases of real property to a public entity, shall not award or perform work as a Contractor,

supplier, Subcontractor, or consultant under any Contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

8.30. Public Entity Crimes

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

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

8.31. 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 Agreement 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 Agreement. 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.

8.32. 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 Contractor 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 Procurement Department. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The Aviation Authority does not exempt itself from permitting requirements. The Contractor shall pay all Aviation Authority permit, inspection and impact fees required for the project or services required under this Contract; all other fees for permits required by agencies/municipalities other than the Aviation Authority shall be the responsibility of the awarded Contractor.

8.33. 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, 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 program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE certification, unless the MWBE 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 certified.

8.34. 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.

8.35. 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.

8.36. Addition, Deletion, or Modification of Services

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/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, the Contractor, and the AAR upon completion of such portion.

8.37. 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.

8.38. Funding

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

8.39. Contract Termination

The Contract resulting from this Response 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.

- C. **Termination for Cause:** If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Aviation Authority shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date.
- D. 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 Agreement 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 agreement and shall not relieve Contractor of its liability to the Aviation Authority for damages.
- E. **Termination for Convenience of Aviation Authority:** The Aviation Authority may terminate this Agreement 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 Agreement is terminated by the Aviation Authority as provided herein, Contractor will be paid for the services performed through the Termination Date.
- F. **Termination for Convenience of Contractor:** The Contractor may terminate this Agreement 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.

8.40. Contractor Responsibilities

Contractors, by submitting a Response, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor

and the Aviation Authorized Representative (AAR), and that telephone contact and mail correspondence may, in some cases, not be appropriate. Aviation Authority approved representatives of the Contractor shall be available to meet with the AAR, as may be required, to accomplish the Aviation Authority's objectives as effectively and efficiently as possible, during all phases of this agreement/Contract/Response.

8.41. 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 CEO or the Aviation Authority Board depending on the circumstances.

8.42. 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.

8.43. 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.

8.44. Right To Audit Records

In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement 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 Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

8.45. Copying Documents

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

8.46. Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: www.orlandoairports.net/publicrecords; PHONE NUMBER 407.825.2400; AND MAILING ADDRESS, GREATER ORLANDO AVIATION 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.

8.47. 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 the Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- F. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).
- G. **Energy Policy and Conservation Act:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.
- H. **Federal System for Award Management:** A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.
- I. **Title Vi List of Pertinent Nondiscrimination Acts And Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms

“programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Procurement of Recovered Materials:

1. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
2. Competitively procured within a timeframe providing for compliance with the Contract performance schedule;
3. Meeting Contract performance requirements; or
4. At a reasonable price.
5. Information about this requirement, along with a list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

6. Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

8.48. 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>

8.49. Additional FEMA Requirements.

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

- A. Access to Records. The following access to records requirements apply to this Contract:
 1. The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
 4. In compliance with the Disaster Recovery Act of 2018, the non-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- B. Compliance with Federal Law, Regulations, and Executive Orders.
This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only.

The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

C. No Obligation by Federal Government.

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

D. Program Fraud and False or Fraudulent Statements or Related Acts.

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



Company Name _____

Month/Year of Service _____

MONTHLY MAINTENANCE RECORD/SCHEDULE - OIA

SITE	ACRES	DATE	SITE	ACRES	DATE	SITE	ACRES	DATE
A-01	12.82		C-29	53.26		C-96	5.26	
A-02	6.68		C-29.A	0.41		C-97	2.87	
A-02.A	0.92		C-29.B	2.13				
A-03	1.39		C-30	1.53				
A-03.A	2.66		C-31	2.32				
A-03.B	4.68		C-31.A	1.30				
A-04	0.83		C-31.B	1.85				
A-05	3.44		C-34	3.75				
A-06	1.17		C-34.A	29.57				
A-07	0.56		C-35	18.14				
A-08	0.78		C-36	0.33				
A-09	0.19		C-38	10.75				
A-12	0.16		C-39	7.51				
A-13	0.96		C-40	27.54				
B-01	2.35		C-41	4.57				
B-02	1.80		C-42	10.58				
B-02.A	0.15		C-43	5.71				
B-06	2.12		C-44	0.28				
B-09	8.49		C-47	1.04				
B-10	0.27		C-48	0.87				
B-11	1.95		C-49	2.25				
B-13	1.93		C-50	4.31				
B-13.C	1.03		C-51	3.61				
B-17	1.93		C-52	2.19				
B-18	5.99		C-53	6.34				
B-24	14.22		C-54	0.81				
B-25	2.56		C-55	0.61				
B-26	4.19		C-56	4.05				
B-26.A	6.52		C-57	12.90				
B-27	0.57		C-58	17.03				
B-28	0.78		C-58.A	1.46				
B-29	3.78		C-59	12.74				
B-30	61.43		C-62	6.05				
B-33	18.97		C-63	9.12				
B-33.A	4.53		C-63.A	2.81				
B-33.B	19.29		C-63.B	0.31				
B-34	8.54		C-64	1.77				
B-34.A	1.11		C-66	0.98				
B-34.B	1.27		C-67	3.20				
B-34.C	0.80		C-67.A	3.18				
B-35	16.34		C-68	2.11				
B-41	12.81		C-69	5.56				
B-43	0.62		C-70	1.60				
B-44	0.66		C-71	4.22				
B-45	0.15		C-72	8.39				
C-01	1.11		C-73	3.39				
C-02	26.07		C-74	1.93				
C-03	0.35		C-75	2.93				
C-04	0.14		C-76	3.37				
C-05	0.24		C-77	6.01				
C-06	0.53		C-78	1.75				
C-07	0.88		C-79	3.49				
C-08	0.86		C-80	1.84				
C-09	0.74		C-81	3.03				
C-10	0.35		C-82	7.30				
C-11	0.73		C-83	7.77				
C-12.B	0.32		C-84	14.90				
C-12.C	0.91		C-85	8.05				
C-16	0.93		C-87	0.94				
C-17	0.75		C-88	0.53				
C-18	0.04		C-89	4.25				
C-19	0.08		C-91	0.96				
C-20	0.91		C-92	1.24				
C-25	0.52		C-93	2.65				
C-27	0.21		C-94	5.90				
C-28	0.71		C-95	1.68				

24-123-IFB Aquatic Weed Control Svcs.

ATTACHMENT "B"

MAINTENANCE AND TREATMENT REPORT

Date: _____

Biologist/Technician:

TREATMENT SERVICES

Concerns: _____

QUESTIONNAIRE

1. RESPONDENT IDENTIFICATION

☒ Pass ☐ Fail

David Sieg, Bio-Tech Consulting

2. Responding Company's Name*

☒ Pass ☐ Fail

Provide the name of Respondent company

Maximum response length: 100 characters

Bio-Tech Consulting

3. Responding Company's Address*

☒ Pass ☐ Fail

Maximum response length: 200 characters

3025 East South St, Orlando, FL 32803

4. Respondent's Contact's Name and Title*

☒ Pass ☐ Fail

Identify the person by Name and Title who is completing this solicitation response. The person identified here will be the contact person related to this solicitation. Must be duly authorized to submit a solicitation response.

Maximum response length: 100 characters

David Sieg, Operations

5. Email address of the Respondent's Contact Person*

☒ Pass ☐ Fail

Maximum response length: 100 characters

dsieg@bio-techconsulting.com

6. Phone Number of the Respondent's Contact Person*

☒ Pass ☐ Fail

Maximum response length: 100 characters

407-894-5969

7. Federal Employer Identification Number*

☒ Pass ☐ Fail

Maximum response length: 200 characters

██████████

8. PRICING

8.1. Pricing Table*

☒ Pass ☐ Fail

Please confirm that you have completed the Pricing Table in OpenGov and have not included any additional pricing information in your response elsewhere. All pricing information is disclosed in the Pricing Table.

☒ Confirmed

8.2. Payment Terms*

☒ Pass ☐ Fail

By selecting "Confirm" I hereby acknowledge that the payment Terms are Net 45. Invoice will be submitted once the services are rendered / goods are delivered and accepted by the Aviation Authority.

☒ Confirmed

9. MINIMUM REQUIREMENTS

9.1. State of Florida Registration/Certifications/Licensing.*

☒ Pass ☐ Fail

Respondent shall be registered/qualified to do business in the State of Florida, as well as certified/licensed to perform the services outlined in the Scope of Work.

Upload a copy of such registration and licenses/certifications.

 [State_of_Florida.pdf](#)

 [LLC_Organization_Certification-f.pdf](#)

 [Orlando_Spray_Licenses.pdf](#)

9.2. Minimum Experience*

☒ Pass ☐ Fail

Respondent shall have a minimum of five years' experience prior to the date of this solicitation.

Respondent shall confirm as an affirmative statement of such experience.

☒ Confirmed

9.3. Proof on Insurability*

☒ Pass ☐ Fail

The submittal shall contain proof of insurability issued by a company currently authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+ and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating for the required insurance(s) listed in the solicitation under Section: Insurance Requirements.

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

Please upload proof of insurability.

 [Bio-Tech_COI_2024f-rev.pdf](#)

9.4. Proof of Bondability*

☒ Pass ☐ Fail

Respondent 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 Respondent can obtain one or the other and understands only the Performance Bond or Letter of Credit form will be accepted.

See further details in Section: Special Conditions.

Please upload Letter of Bondability as noted above.

 [Letter_of_Bondability.pdf](#)

9.5. References*

☒ Pass ☐ Fail

Respondents' references should demonstrate that the Respondent and the key individuals have the experience required, and reasonably has the reputation to perform the Scope of Services.

References shall be able to validate the Respondent's capabilities and experience.

Respondent must submit at least three references to whom the Respondent provided goods/services within three years from the date of response submittal to this solicitation.

It is the Respondent's responsibility to provide references and information that most closely demonstrates their experience with organizations (airports, counties, municipalities, or universities) of similar size, complexity, and risk exposure as the Aviation Authority.

The Respondent authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Respondent and its Engagement Team members.

Respondent bears full responsibility for naming references which will respond to the Aviation Authority's reference checks. If the Respondent's references do not respond to the Aviation Authority's reference checks, the Respondent's evaluation will be adversely affected by non-responsive references.

Please confirm you understand the reference requirements and will provide the required information.

☒ Confirmed

9.6. Reference 1*

☒ Pass ☐ Fail

Enter your first Reference here. Your response must include your Reference's:

1. Organization's Name
2. Organization's Address
3. Contact Person's Name
4. Contact Person's Email
5. Contact Person's Phone
6. Brief Description of Project
7. Date of Services

Maximum response length: 300 characters

GOAA

One Jeff Fuqua Blvd

Orlando, FL 32827

Daisily Pagan

dpagan@goaa.org

407-797-6818

Aquatic Weed Control Services current provider.

2009-present

9.7. Reference 2*

☒ Pass ☐ Fail

Enter your second Reference here. Your response must include your Reference's:

1. Organization's Name
2. Organization's Address
3. Contact Person's Name

4. Contact Person's Email
5. Contact Person's Phone
6. Brief Description of Project
7. Date of Services

Maximum response length: 200 characters

Melbourne Airport Authority, 850 ED Foster Rd, Melbourne, FL 32901, Camron Herrington, cherrington@MLBair.com, 321.288.0753, Invasive treatment ponds, ditches, runways. Multiple contracts. 2021-pres

9.8. Reference 3*

☒ Pass ☐ Fail

Enter your third Reference here. Your response must include your Reference's:

1. Organization's Name
2. Organization's Address
3. Contact Person's Name
4. Contact Person's Email
5. Contact Person's Phone
6. Brief Description of Project
7. Date of Services

Maximum response length: 200 characters

FDOT District 7, 11201 N McKinley Dr, Tampa FL 33612, Scott Stevens, Jamesscott.stevens@dot.state.fl.us, 813-975-6639, District-wide maintenance of 28 mitigation sites and stormwater ponds. 2020-2026

10. ADDITIONAL RESPONSE REQUIREMENTS

10.1. Acknowledgement of Addenda*

☒ Pass ☐ Fail

By selecting "Confirm" I hereby acknowledge that I have reviewed revisions and all answers to questions published and any addenda up until the solicitation closing date/time and have given consideration to all information in preparing the response to this solicitation.

☒ Confirmed

10.2. Certification Regarding Prohibition Against Contracting with Scrutinized Companies*

☒ Pass ☐ Fail

By selecting "Confirm", 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.

☒ Confirmed

10.3. Verification of Employment Status / E-Verify Certification*

☒ Pass ☐ Fail

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

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

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

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

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

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

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

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

☒ Confirmed

10.4. Complete and Sign Conflict of Interest Disclosure Form*

☒ Pass ☐ Fail

Please download the below Conflict of Interest Disclosure Form, complete, and upload. Name the uploaded file: "Conflict of Interest Form".

 [GOAA-Conflict of Interest Form.pdf](#) [Conflict_of_Interest_Form.pdf](#)**10.5. Drug-Free Workplace Certification***☒ Pass ☐ Fail

By selecting "Confirm", I certify, that if awarded, Respondent shall maintain a drug-free workplace in accordance with the Florida Drug-free Workplace Act during the duration of the contract. 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.

☒ Confirmed**10.6. Current W9***☒ Pass ☐ Fail

Provide the Respondents Taxpayer Identification Number and Certification. Go to the following website for instructions and the latest information: www.irs.gov/FormW9

Please upload current signed W9. Name the uploaded file: "Current W9".

 [Current_W9.pdf](#)**10.7. Respondent's Certification ***CONTRACT******☒ Pass ☐ Fail

I have carefully examined the Solicitation document located in the e-Procurement Platform and any and all other documents accompanying or made a part of this Solicitation.

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 one-hundred-twenty (120) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

I certify that I have read the entire solicitation document, understood and agree to the terms in this solicitation.

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

I confirm that the Respondent is willing to sign the Contract set forth in this Solicitation, as amended, within ten (10) days after receipt of the Notice of Intent to Award. I understand that the Aviation Authority's goal is that the terms and conditions stated in the Solicitation Documents will constitute the terms of the final Contract between the Aviation Authority and the successful Respondent, without significant or material change to such terms or conditions.

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

☒ Confirmed

**Request for Taxpayer
Identification Number and Certification**

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

**Give form to the
requester. Do not
send to the IRS.**

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

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Bio-Tech Consulting, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 3025 E South Street	Requester's name and address (optional)
6 City, state, and ZIP code Orlando, FL 32803		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
or	
Employer identification number	

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 06/03/24
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General Instructions

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

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

What's New

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

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

Purpose of Form

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



Conflict of Interest Disclosure Form

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

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

Comments:

Bio-Tech Consulting confirms no officer, director, employee or agent (or their spouse or child) is an employee or

officer of the Aviation Authority.

Acknowledged by:

David Sieg, Bio-Tech Consulting

Firm Name:

Bio-Tech Consulting

Signature of Authorized Representative:



Name and Title (Print or Type):

David Sieg, Operations

Date:

7/3/2024



SOMPO INTERNATIONAL
INSURANCE

July 1, 2024

Greater Orlando Aviation Authority
1 Airport Blvd.
Orlando, FL 32827

RE: Bio-Tech Consulting, LLC - General Bonding Reference

To Whom It May Concern,

This letter is to inform you that Bio-Tech Consulting, LLC is a surety client of Endurance Assurance Corporation. Bio-Tech Consulting, LLC remains in good standing with Endurance Assurance Corporation. Endurance Assurance Corporation currently has an "A+ (Superior)" Rating and Financial Category Size of XV by A.M. Best Company and is listed on the U.S. Treasury Department Circular 570 List of Certified Companies.

Bio-Tech Consulting, LLC is a well experienced company with a strong financial position and an excellent reputation. McGriff Insurance Services, LLC has the privilege of providing bonds for Bio-Tech Consulting, LLC, and we have the utmost confidence in them.

If Bio-Tech Consulting, LLC requests that Endurance Assurance Corporation provide a Performance Bond in the amount of Two Hundred Thousand Dollars (\$200,000.00), we are prepared to execute the bond, subject to the surety's acceptable review of the contract terms and conditions, bond forms, documentation of full contract funding and any other underwriting considerations at the time of the request.

Consideration and issuance of bonds is a matter solely between Bio-Tech Consulting, LLC and Endurance Assurance Corporation. We assume no liability to you, or to third parties, by the issuance of this letter.

Please don't hesitate to reach out to me if you have any questions regarding this account.

Very truly yours,

Richard H. Mitchell, Attorney-in-Fact
Endurance Assurance Corporation



KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Mark W. Edwards, II, Jeffrey M. Wilson, William M. Smith, Richard H. Mitchell, Robert R. Freel, Anna Childress, Alisa B. Ferris** as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

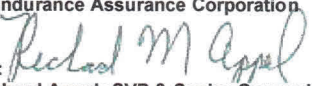
Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

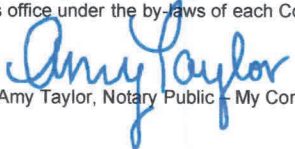
RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation By:  Richard Appel; SVP & Senior Counsel 	Endurance American Insurance Company By:  Richard Appel; SVP & Senior Counsel 	Lexon Insurance Company By:  Richard Appel; SVP & Senior Counsel 	Bond Safeguard Insurance Company By:  Richard Appel; SVP & Senior Counsel 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: 
Amy Taylor, Notary Public - My Commission Expires 3/9/27



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

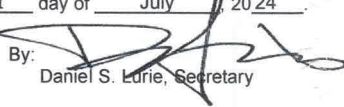
"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of July, 2024.

By: 
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

Articles of Conversion
For
"Other Business Entity"
Into
Florida Limited Liability Company

The Articles of Conversion **and attached Articles of Organization** are submitted to convert the following **"Other Business Entity" into a Florida Limited Liability Company** in accordance with s.605.1045, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of the Articles of Conversion is:
Bio-Tech Consulting, Inc.

(Enter Name of Other Business Entity)

2. The "Other Business Entity" is a corporation
(Enter entity type. Example: corporation, limited partnership, general partnership, common law or business trust, etc.)

First organized, formed or incorporated under the laws of Florida
(Enter state, or if a non-U.S. entity, the name of the country)

on August 12, 2003
(date of organization, formation or incorporation)

3. The name of the Florida Limited Liability Company as set forth in the **attached Articles of Organization**:
Bio-Tech Consulting, LLC

(Enter Name of Florida Limited Liability Company)

4. If not effective on the date of filing, enter the effective date:_____
(The effective date: Cannot be prior to date of receipt or filed date nor more than 90 calendar days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

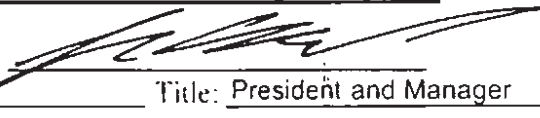
5. The plan of conversion has been approved in accordance with all applicable statutes.

6. The "Converted or Other Business Entity" has agreed to pay any members having appraisal rights the amount to which such members are entitled under ss. 605.1006 and 605.1061-605.1072, F.S.

5200 1 1 0000

Signed this 13th day of October 2023

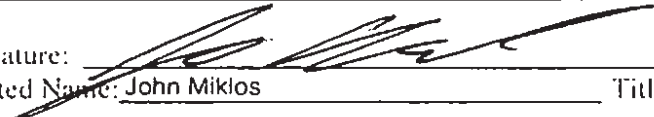
Signature of Authorized Representative of Limited Liability Company:

Signature of Authorized Representative: 

Printed Name: John Miklos

Title: President and Manager

Signature(s) on behalf of Other Business Entity: [See below for required signature(s)]

Signature: 

Printed Name: John Miklos

Title: President and Director

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

If Florida Corporation:

Signature of Chairman, Vice Chairman, Director, or Officer.

If Directors or Officers have not been selected, an Incorporator must sign.

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

All others:

Signature of an authorized person.

Fees:

Articles of Conversion:	\$25.00
Fees for Florida Articles of Organization:	\$125.00
Certified Copy:	\$30.00 (Optional)
Certificate of Status:	\$5.00 (Optional)

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:

The name of the Limited Liability Company is:

Bio-Tech Consulting, LLC

(Must contain the words "Limited Liability Company," "L.L.C.," or "LLC.")

ARTICLE II - Address:

The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

3025 East South Street

Orlando, FL 32803

Mailing Address:

3025 East South Street

Orlando, FL 32803

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:

(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

John Miklos

Name

3025 East South Street

Florida street address (P.O. Box **NOT** acceptable)

Orlando

FL 32803

City

Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S..



Registered Agent's Signature (REQUIRED)

(CONTINUED)

ARTICLE IV-

The name and address of each person authorized to manage and control the Limited Liability Company:

Title:

"AMBR" = Authorized Member

"MGR" = Manager

MGR

Name and Address:

John A. Miklos

3025 East South Street

Orlando, FL 32803

MGR

Joseph Galletti

3025 East South Street

Orlando, FL 32803

MGR

Jay E. Baker

3025 East South Street

Orlando, FL 32803

MGR

John G. Lesman

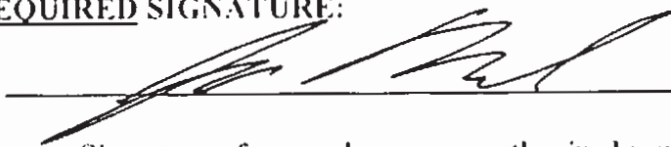
3025 East South Street

Orlando, FL 32803

(Use attachment if necessary)

ARTICLE V: Other provisions, if any.

REQUIRED SIGNATURE:



Signature of a member or an authorized representative of a member

This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

John A. Miklos - Authorized Representative of the sole Member

Typed or printed name of signee

Filing Fees

\$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent

\$ 30.00 Certified Copy (Optional) \$ 5.00 Certificate of Status (Optional)

2023.11.20 11:30

State of Florida

Department of State

I certify from the records of this office that BIO-TECH CONSULTING, INC. is a corporation organized under the laws of the State of Florida, filed on August 12, 2003.

The document number of this corporation is P03000088151.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 25, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of February, 2018*



Ken Reitzner
Secretary of State

Tracking Number: CU5194224863

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Manage/Change with E-Filing](#) /

Certificate Of Status Authentication

The certificate number you provided is authentic.

The following link contains the actual certificate that was issued by the Department of State:

<http://certificates.sunbiz.org/certificates/CU5194224863.pdf>

Florida Department of State, Division of Corporations

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L23000480332

Entity Name: BIO-TECH CONSULTING, LLC

Current Principal Place of Business:

3025 E SOUTH ST
ORLANDO, FL 32803

Current Mailing Address:

3025 E SOUTH ST
ORLANDO, FL 32803 US

FEI Number: [REDACTED]

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

GALLETTI, JOSEPH
3025 E SOUTH ST
ORLANDO, FL 32803 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: JOSEPH GALLETTI

03/03/2024

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MGR
Name MIKLOS, JOHN
Address 3025 E SOUTH ST
City-State-Zip: ORLANDO FL 32803

Title MGR
Name GALLETTI, JOSEPH
Address 3025 E SOUTH ST
City-State-Zip: ORLANDO FL 32803

Title MGR
Name BAKER, JAY E
Address 3025 E SOUTH ST
City-State-Zip: ORLANDO FL 32803

Title MGR
Name LESMAN, JOHN G
Address 3025 E SOUTH ST
City-State-Zip: ORLANDO FL 32803

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOSEPH GALLETTI

VP

03/03/2024

Electronic Signature of Signing Authorized Person(s) Detail

Date