GREATER ORLANDO
AVIATION AUTHORITY

REQUEST FOR PROPOSALS (RFP)
24-280-C-RFP

LOW VOLTAGE WIRING AND INSTALLATION SERVICES (ON-CALL)

Contract Term:	**August 1, 2024, to July 31, 2029**
Contractor:	**Orlando Business Telephone System, Inc.**
Department:	**Information Technology Department**
Performance Bond:	**August 1, 2024, to July 31, 2025**

Table of Content

1. Contract
2. Pricing Table
3. Performance Bond
4. Insurance Certificate
5. W9
6. GOAA Solicitation #24-280-RFP
7. Respondents Response

1. CONTRACT

This Agreement/Contract is made and entered into effective as of Aug 21, 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 **Orlando Business Telephone Company, Inc.** , hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, management, administrative oversight, supplies and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing 24-280-RFP Low Voltage Wiring and Installation Services (On-Call)**, in accordance with the Contract Documents which consist of the Contract, Response Price Page(s), 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 Request for Responses, 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.

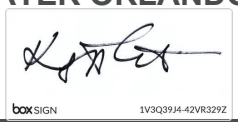
An extension of time for performance shall be the Contractor's sole and exclusive remedy for any delay of any kind or nature caused by Aviation Authority, and in no event shall Contractor be entitled to recover from Aviation Authority any indirect, incidental, special or consequential damages in any 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 **Response Price Page(s)** 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 designee, and the said Contractor.

GREATER ORLANDO AVIATION AUTHORITY

By: 

Title: CEO

Date: Aug 21, 2024

"CONTRACTOR: Orlando Business Telephone Systems, Inc."

By: 

Title: CFO

Date: Aug 15, 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: 

Date: Aug 15, 2024

2. PRICING TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 2

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 3

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 4

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 5

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 1 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 1					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

YEAR 2 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 2					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

YEAR 3 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 3					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

YEAR 4 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 4					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

YEAR 5 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 5					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

3. PERFORMANCE BOND

Performance Bond No.: 101164049

Performance Bond Expiration Date: July 31, 2025

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that Orlando Business Telephone Systems, Inc., hereinafter called Principal, and Merchants Bonding Company (Mutual), a corporation organized under the laws of the State of Iowa 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 One Million Dollars ($1,000,000), 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 24-280-RFP, 24-280-RFP Low Voltage Wiring and Installation Services (On-Call)**, 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.

The term of this bond is 12 months for the period August 01, 2024 to July 31, 2025.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 24th day of June, 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:

Orlando Business Telephone Systems, Inc.
Principal (Name of Contractor)

Witness

Witness

(Seal)

By: _____
(Signature)

Its: President
(Title)

Merchants Bonding Company (Mutual)
Name of Surety

Witness

Rebecca Garza
Witness

By: _____
(Signature)

Its: David T. Miclette, Attorney-In-Fact
(Title)

Address: P.O. Box 14498
West Des Moines, IA 50306

Telephone No.: 515-243-8171

Fax No.: N/A

E-Mail Address: wduke@bmbinc.com

(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, Linda Childress Frymyer, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and/or Payment Bonds; that Bart Boenach 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.

Linda Childress Frymyer

Secretary

(Corporate Seal)

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Ashley Britt; Barry K McCord; David T Miclette; Lacey Hitchcock; Lucas Lomax; Nikole Jeannette; Rita G Gulizo; Robert C Davis; Robert M Overbey Jr; Stacey Bosley; Stacy Owens; Will Duke

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 21st day of March , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 21st day of March 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of June , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/24)

4. INSURANCE CERTIFICATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/18/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc. (Stahl)
110 Carillon Parkway
St. Petersburg FL 33716

CONTACT NAME: Sue Russell, CIC
PHONE (A/C, No, Ext): 727-391-9791 **FAX (A/C, No):** 727-393-5623
E-MAIL ADDRESS: certificatesstpete@stahlinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : Phoenix Insurance Company	25623
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 10572
Orlando Business Telephone Systems, Inc.
Brevard Business Telephone Systems, Inc.
5345 L B McLeod Road
Orlando FL 32811

COVERAGES **CERTIFICATE NUMBER:** 111776489 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Ded-NIL GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ZLP16N70947	1/1/2024	1/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY X Ded-NIL	Y	Y	BA3P805905	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000	Y	Y	CUP3P810478	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB3P809234	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 24-280-RFP IT Low Voltage Wiring and Installation Services (On-Call)
Blanket Additional Insured applies with respects to the General Liability and Automobile Liability as required by contract on a primary and non-contributory basis. Waiver of subrogation in favor of additional insured applies to general liability, auto liability and workers compensation as required by written contract. 30 day notice applies as required by contract. Umbrella policy follows form.

General Liability Auto Liability deductibles are NIL. The Umbrella has a self-insured retention of $10,000.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
Purchasing Office
8652 Casa Verde Rd
Building 811
Orlando FL 328274338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II** – LIABILITY COVERAGE;

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II** – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

© 2018 The Travelers Indemnity Company. All rights reserved.

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

© 2018 The Travelers Indemnity Company. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Employees – Supervisory Positions
D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures
F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement
G. Blanket Additional Insured – Broad Form Vendors
H. Blanket Additional Insured – Controlling Interest
I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
L. Medical Payments – Increased Limit
M. Blanket Waiver Of Subrogation
N. Contractual Liability – Railroads
O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3P809234

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESI :

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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.)

ORLANDO BUSINESS TELEPHONE SYSTEMS INC.

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) . . . . .

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.

5345 L B McLEOD ROAD

Requester's name and address (optional)

6 City, state, and ZIP code

ORLANDO, FL 32811

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

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** Linda Childers Seymour **Date** 6-18-2024

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

6. SOLICITATION DOCUMENT

ORLANDO INTERNATIONAL AIRPORT | MCO

24-280-RFP

24-280-RFP LOW VOLTAGE WIRING AND INSTALLATION SERVICES (ON-CALL)

Greater Orlando Aviation Authority

ONE JEFF FUQUA BOULEVARD

ORLANDO, FL 32827

RELEASE DATE: March 4, 2024

DEADLINE FOR QUESTIONS: March 18, 2024

RESPONSE DEADLINE: April 2, 2024, 11:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/goaa

Greater Orlando Aviation Authority
REQUEST FOR PROPOSAL
24-280-RFP Low Voltage Wiring and Installation Services (On-Call)

I. AMERICANS WITH DISABILITIES ACT .....
II. General Information .....
III. Special Conditions .....
IV. Scope of Work.....
V. Evaluation Criteria .....
VI. Pricing Table .....
VII. Vendor Submissions .....
VIII. Standard Terms & Conditions .....
IX. Contract .....
X. Performance Bond .....
XI. Irrevocable Stand-By Letter of Credit .....

1. AMERICANS WITH DISABILITIES ACT

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.

2. General Information

2.1. 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. By way of the Platform, responses will be locked and digitally encrypted until the submission deadline passes.

B. **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.**

C. **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.**

D. The time/date stamp clock located in the electronic submittal Platform shall serve as the official authority to determine lateness of any response.

E. 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.

2.2. 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 GOAA's e-Procurement Platform **Section 5, Vendor Submissions**.

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.

2.3. 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 Proposer 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.

2.4. 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.

2.5. 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.

2.6. 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.

2.7. 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.

3. Special Conditions

3.1. Selection Process

A. Responses to this Solicitation will be evaluated and ranked by the Procurement Committee ("Committee"). The Committee may, in its sole discretion, seek the assistance of other Aviation Authority staff, consultants and legal counsel with respect to the evaluation and any recommendation for award.

B. Responses will be evaluated based upon the Evaluation Criteria in the eProcurement Platform Section 5.; and supported by the Respondent's provided required information per Section 5. Vendor Submissions in GOAA's e-Procurement Platform.

C. The Committee will evaluate the responses and may, at its sole discretion, invite one or more of the Respondents that appear to be the most the most advantageous to interview with the Committee. The purpose of such an interview would be to allow Respondents to elaborate upon their Response before a recommendation for ranking of the Responses is made. Interview responses, along with the written Response will become part of the Respondent's response to be evaluated by the Committee.

D. In the event the Committee determines that presentations/interviews are not necessary, the Committee shall submit to the Aviation Authority Board for approval, a ranking and recommendation of the Respondent(s) that are most advantageous to meet the needs of the Aviation Authority. The Aviation Authority Board may accept, reject or amend the recommendation of the Committee.

E. After the Aviation Authority Board has established and approved the final rankings, negotiations with the highest ranked firms may be initiated. If any of those negotiations are unsuccessful, the Aviation Authority may open negotiations with the next ranked firm, etc. until the successful completion of negotiations and execution of a contract. The Aviation Authority may reject all Responses at any time throughout this process.

F. 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. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

G. The Aviation Authority reserves the right to waive any informality in the Response, to reject any and all Responses, and to re-advertise or elect not to proceed with the services for any reason. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.

H. Following the Aviation Authority Board approval of the Committee ranking, the Aviation Authority may approve a Contract or enter into negotiations with the top-ranked Respondent, in order to consummate a contract on terms that are fair, competitive and reasonable. Should the Aviation Authority be unable to negotiate a satisfactory contract with the top-ranked Respondent, negotiations with that Respondent shall be terminated. The Aviation Authority may undertake negotiations with the second-ranked Respondent, and if necessary, additional Respondents in accordance with the order of ranking.

I. Upon successful completion of contract negotiations with a Respondent, 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. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

J. 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.

K. All recommendations and decisions regarding award of the services shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings. The meetings of the Committee and Aviation Authority Board are public meetings.

3.2. 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 One Million Dollars ($100,000).

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 One Million Dollars ($1,00,000), 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.

3.3. Price Escalation/De-Escalation (CPI)

1. The original contract prices shall be firm for the five (5) year 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.

2. 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.

3. 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. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **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%

4. 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 Procurement Department.

5. 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 5%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.

6. All price adjustments must be accepted by the Vice President of Procurement 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.

7. 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 Procurement Department of price decreases in the method outlined above.

8. 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.

3.4. Small Business Program

All Respondents are hereby notified that for non-federal and non-State of Florida funded projects they must comply with: (1) the Minority and Women Business Enterprise (MWBE) Program requirement as defined in the Aviation Authority's MWBE Policy; and, (2) the Local Developing Business/Veteran Business Enterprise (LDB/VBE) Program requirement as defined in the Aviation Authority's LDB/VBE Policy. The Policies and certified MWBE, LDB, and VBE Directories are available on the Aviation Authority's website at: http://www.orlandoairports.net/small_business

The Aviation Authority will establish MWBE/LDB/VBE Participation Goals for each negotiated project or work order as requested.

The Proposer shall submit a written action plan that demonstrates the Proposer's understanding of the MWBE/LDB/VBE Participation Programs, and how the Proposer plans to achieve the Participation Goals.

Questions concerning the MWBE/LDB/VBE/DBE Programs can be addressed to the Aviation Authority's Office of Small Business Development, Attn. Ms. Iranetta Dennis, Vice President, Greater Orlando Aviation Authority, Orlando International Airport, 5850-B Cargo Road, Orlando, FL 32827; Phone: (407) 825-7130, email: iranetta.dennis@goaa.org. Proposers shall be solely responsible for confirming MWBE/LDB/VBE/DBE subconsultants' experience, capacity, certification, and any other information related to the Services.

3.5. Insurance Requirements

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

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

1. Commercial General Liability insurance covering any and all claims for property damage and bodily injury (including death) and including, but not limited to premises, products and completed operations, and Contractual liability for Contractor's covenants, with a limit of liability not less than Five Million Dollars ($5,000,000) per occurrence, for AOA access; and

2. Automobile liability insurance covering each motor vehicle, including but not limited to owned, non-owned, or hired, used in conjunction with providing Services on Aviation Authority property resulting in property damage or bodily injury, including death with a limit of not less than less than One Million Dollars ($1,000,000) combined single limit per accident, for AOA access;

3. 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.

B. Workers' Compensation and Employer's Liability.

1. 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.

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

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

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

3.6. 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 SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's Authorized representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

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.

3.7. Use of Premises

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

3.8. Safety and Protection

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

3.9. 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.

3.10. Airport Security

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

3.11. 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's) 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 Transportation Security Administration (TSA), 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.

3.12. 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.

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

G. Fees Associated with Identification Badges and Keys
Fees will be collected pursuant to the price schedule in effect at the time a badge or keys are issued.
Note: No personal checks or credit card payments are accepted. Companies will be assessed a $1,000.00 fee for each non-returned identification badge and $500.00 for each non-returned key. Fees may be increased by the Aviation Authority at any time during the term of this Contract, upon thirty (30) days' notice."

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

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

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

J. **Customs and Border Patrol Badge**
Customs and Border Protection Seal is not currently a requirement for this Contact, however; it may be a future request by the AAR.

1. The U.S. Customs and Border Protection required badge for the purposes of performing duties under the Contract is a hologram badge. The Contractor will comply with all U.S. Customs Service requirements in order to obtain and maintain a hologram to be affixed on the Aviation Authority badge. Currently a bond must be posted with U.S. Customs and Border Protection before any holograms are issued. Contractor should verify bond cost with U.S. Customs and Border Protection. The bond amount could change if the Contractor commits U.S. Customs and Border Protection violations or if the U.S. Customs and Border Protection changes its rules or procedures.
2. Post a continuous CF 301 Bond (Type 1 or 2) or an Airport Security Bond. The bond is obtained from an authorized surety company as referenced in 19CFR113.37. The face value of the bond depends upon how many

employees will require access to the Customs security areas.

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

3. The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.

4. The Contractor must have a sufficient number of management staff as well as regular staff, (as permitted by local U.S. Customs and Border Patrol officials) badged with Federal Inspection Station (FIS) (US Customs and Border Patrol) credentials, to ensure adequate staff on all shifts are capable of responding to FIS calls without escort.

3.14. Performance and Invoice

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

B. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.

C. The Aviation Authority shall pay the undisputed amount of the 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 (backup documentation required), 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.**

4. Scope of Work

4.1. Overview

A. The awarded Contractor shall provide all labor, supervision, tools, fiber and copper circuit test equipment and other equipment, parts, materials and all other items necessary or proper for, or incidental to, installing low voltage voice and data wiring, conduit and rack pathways, related electrical power distribution to IT equipment, and any other necessary components for a complete Premise Distribution System ("PDS"), and Outside Plant ("OSP") backbone cabling and pathways system serving complete voice, video, surveillance, access control, and data, wireless and cellular and other similar cabling subsystems on an "as needed" basis at the Orlando International Airport and Orlando Executive Airport in accordance with this Specification.

B. The Contractor shall be authorized by the Aviation Authority to sub-contract any portion of the work. The Contractor shall be responsible for all scheduling of its employees or sub-contractors, Compliance with (not limited to) the Aviation Authority / airport, OSHA, local, state, and industry safety and security policies, completion of tasks as requested and inspection by its inspectors to ensure that tasks are completed correctly and in a timely manner. Sub-Contractors must be approved by the AAR in advance.

C. The Contractor shall be responsible for proper submittal of all invoices and any backup documentation requested by the AAR for all services. The Contractor and all subcontractors shall use a standard accounting software package intended for accounting and invoicing for all invoices not Excel, to create the invoice page(s) component of the total invoice package. The Aviation Authority has the right to withhold work if invoices and pay apps are not kept up-to-date by the Contractor (within two weeks after completion of job).

D. At no additional cost to the Aviation Authority, provide training to Contractor's personnel to ensure the ability to perform the required services including, but not limited to, training and required certifications.

4.2. Regulations/Standards

A. 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. It is the Contractor responsibility to determine if a permit is required.

D. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's Authorized representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.

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. Contractors shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

Without limiting the foregoing, the Contractor shall comply with the most current revisions of the following provisions:

A. The Aviation Authority Standard Specifications, Division 27 and 28, dated April 2017, as amended.

B. The Aviation Authority Standard Master Construction Specifications in entirety (CSI Master-format divisions).

C. ANSI/NECA/BICSI-568/569 -- Standard for Installing Commercial Building Telecommunications Cabling.

D. ANSI/TIA/EIA Standards.

E. ANSI/TIA/EIA-568-C.1-- Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements.

F. ANSI/TIA/EIA-568-C.2 -- Commercial Building Telecommunications Cabling Standard.

G. ANSI/TIA/EIA-568-C.3 -- Optical Fiber Cabling Components Standard.

H. ANSI/TIA/EIA-569-A -- Commercial Building Standard for Telecommunications Pathways and Spaces.

I. ANSI/TIA/EIA-606(A) -- The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.

J. ANSI/TIA/EIA-607(A) -- Commercial Building Grounding and Bonding Requirements for Telecommunications.

K. ANSI/TIA/EIA-526-7 -- Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant.

L. ANSI/TIA/EIA-526-14A -- Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant.

M. ANSI/TIA/EIA-758(A) -- Customer-Owned Outside Plant Telecommunications Cabling Standard.

The Contractor shall install cabling in accordance with the most recent edition of BICSI® publications:

A. BICSI -- Telecommunications Distribution Methods Manual.

B. BICSI -- Cabling Installation Manual.

C. BICSI -- LAN Design Manual.

D. BICSI – Customer-Owned Outside Plant Design Manual.

The Contractor shall comply with the following:

A. FCC: Federal Communication Commission Part 68 as modified by Wiring Docket 88-57.

B. Underwriters Laboratories Listed, UL Certified, - UL's LAN Cable Certification Program.

C. Americans with Disabilities Act (ADA): Where applicable, the Premise Distribution System shall comply with ADA, Public Law 101-336. The system shall comply with ADA Accessibility Guidelines (ADAAG).

D. Federal Register - Rules and Regulations - Non-discrimination on the basis of Disability by Public Accommodations and in Commercial Facilities.

E. Local and State Building Codes.

F. National Electrical Code (NFPA-70).

General: The Contractor shall comply with all applicable Codes, Ordinances and Standards as interpreted and enforced by the local authority having jurisdiction.

During the performance of the work specified herein, the Contractor shall conform to National Electric Code ("NEC"), National Fire Protection Association ("NFPA"), FPH Section 2-31, Occupational Safety and Health Administration ("OSHA") safety regulations, Building Industry Consulting Services, International ("BICSI"), all State of Florida and local codes and Aviation Authority Low Voltage and Electrical Standards. Any person found not in conformance with these laws, statutes, rules or regulations will not be allowed on the job site.

4.3. Aviation Authority's Responsibilities

A. The Contractor will be required to provide their own staging area should they deem it necessary. All utility services, excluding telephone, generally is available on the premises if required by the Contractor to perform the work specified herein. The Contractor shall be solely responsible for the safekeeping of all stored property.

B. Upon award of this Contract, the Aviation Authority shall provide to the Contractor a copy of Aviation Authority's Master Specifications Divisions 27 and 28.

4.4. Contractor's Responsibilities

A. Contractor's personnel shall have standard hand and power tools (e.g., flashlights, portable tools, etc.,) necessary for the performance of the work specified herein. The Contractor shall provide at no additional cost to the Aviation Authority all tools or vehicles necessary to perform day-to-day services on the Aviation Authority property as described herein.

B. The Contractor shall have ownership of or expeditious access to, suitable test equipment necessary to complete the work in a timely and efficient manner.

C. Contractor must own, provide, and make available to the Lead Technician, a fully calibrated Optical Time Domain Reflectometer ("OTDR"), Fusion Splicer, Cable Certification Tester and approved cable labeler at all times while work is being performed at OIA. All test equipment will be calibrated at least once each calendar year and the calibration report provided to the AAR or designee. Contractor shall affirm these tools are immediately available to the required response team(s) if Contractor is called by the Aviation Authority in an Emergency Situation. The Contractor shall have the necessary skills, experienced staff, cable tracing signal generators, and all devices necessary to locate underground electric, communication copper, fiber optic cable and underground utilities.

D. The Contractor shall have at least one (1) person assigned to this Contract that holds a current applicable certification on the equipment and products utilized in the performance of the work.

E. All equipment, including confined space entry equipment, and tools shall be stored at the Contractor's expense if not actively performing services for the Aviation Authority.

F. The Contractor agrees that the Aviation Authority shall have the right, at all times, but not the obligation, to examine all equipment, tools, parts, materials and supplies used by the Contractor or by its officers, employees, subcontractors or agents in the performance of the work specified herein.

G. The Contractor shall use only tools and equipment that are equipped with all necessary safety features, to assure safe operation of equipment and/or tools. If the Aviation Authority determines that any equipment, vehicle, or tool is unsafe or not in good working condition, the Contractor shall remove it immediately from service and repair or replace it promptly to the Aviation Authority's satisfaction.

H. The Contractor shall provide all parts and materials applicable for use on the various systems. The Contractor is responsible for using The Aviation Authority basis of design products on all estimates.

The Contractor shall own or have the use of, but not limited to, the following equipment:

A. Laptops and all necessary digital field equipment.

B. Jackhammers, air compressors and concrete cutters.

C. Mechanized excavation equipment.

D. Portable self-powered lightning equipment.

E. Bucket truck with high reach capability.

F. High lift/Aerial lift.

G. Confined space entry equipment.

H. Vacuum drills and vacuum saws.

I. Ground Penetrating Radar (GPR) equipment and operators.

4.5. Hours to Perform Services:

A. Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays. The Contractor is not required to be on-site for all Standard Hours, except to the extent necessary to perform services required hereunder.

B. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours, which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the AAR. Contractors shall perform no work during Aviation Authority observed holidays without the prior written permission of the AAR.

C. The Contractor shall have the capabilities to provide emergency services seven (7) days a week, twenty-four (24) hours per day, 365 days a year. The Contractor shall have a qualified technician or technicians on-site within two (2) hours after the initial call for emergency services. Emergency services shall be paid at the Hourly Labor Rate Non-Standard Hours as set forth on the Bid Forms. It is solely the Contractor's responsibility to provide accurate 24/7/365 emergency phone number(s) to the Aviation Authority AAR. The Contractor shall have a live person answer all emergency phone calls or respond with a call back within 30 minutes. The Aviation Authority shall be provided with the Contractor primary and back-up emergency contact information, including but not limited to: phone number and email address.

D. The Contractor's personnel may be required to clock in/out or sign in/out prior and after performing services at the job site. The time clock and sign in/out log is located at the Information Technology Office, 5850-A Cargo Road, Orlando, FL 32827. The Aviation Authority may also designate additional auxiliary locations as it deems appropriate. Contractor is required to keep the AAR and Information Technology staff aware of all on-going services related to this Contract. Employee billing hours in dispute shall be verified by the dates and times clock-in and clock-out in with the Information Technology Office by Contractor's employees and, subject to the other provisions of this Contract, payment will be made according to actual hours clock in/out or sign in/out with the Information Technology Office.

E. The Contractor shall adjust the work schedule as requested by the AAR when work being performed is found to have an adverse effect on airport operations. The Contractor may be required to cease work upon notification by the AAR, however, sufficient time will be given for the Contractor to resume work. Operating hours within certain areas of the airport, e.g. security checkpoints, may be less than eight hours. The Aviation Authority is only obligated to pay for the actual hours worked.

F. Charges will be for actual hours worked on the Aviation Authority's site when reporting in and out the Information Technology/Telecommunications Office. 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.

G. In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Chief Operations Officer, Chief Information Officer or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority.

4.6. Contractor's Personnel

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

B. 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.

C. The Contractor shall be responsible for ensuring that all "lost and found" articles found by its employees on the Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.

D. 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 the Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.

E. 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.

F. 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.

G. 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 always have someone in attendance who can communicate instructions to said employee.

H. 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 the 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.

I. While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo eye protection, hearing protection, and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

J. The Contractor’s employees engaged on this project, shall be full time, regular employed personnel of the Contractor’s company and approved sub-contractors. The use of “Short Term Temporary” or casual “Day Labor” will not be permitted.

4.7. Contractor Performance

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

B. 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.

C. Contractor’s personnel shall perform Work in a neat and professional manner, and in compliance with all Federal, State, and City of Orlando regulations and ANSI specs. OSHA rules and regulations shall be followed at all times.

D. The provision of personnel is to be coordinated with the AAR or designee.

E. The Aviation Authority will assign the areas throughout the Airport campus where the Contractor’s staff personnel will perform their responsibilities. Assigned locations could be in the interior or exterior of the Airport.

F. 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.

G. The Contractor shall advise the AAR, as soon as is practical, of any condition, which may adversely affect the Contractor's ability to provide Customer Service Ambassadors.

4.8. Contractor's Staff

A. Project Manager: The Contractor shall ensure that the Project Manager shall have a minimum of three (3) years' experience in supervising and overseeing similar low voltage wiring, installation and associated electrical power distribution services.

B. Lead Technician: The Contractor shall ensure that the Lead Technician shall have a minimum of three (3) years' experience in the low voltage wiring, installation and associated electrical power distribution services.

C. Electricians: The Contractor shall ensure that the Electricians have a minimum of two (2) years' experience in the low voltage wiring, installation and associated electrical power distribution services.

D. Helper: The Contractor shall ensure that the Helper shall have a minimum of one (1) years' experience in the low voltage wiring, installation, and associated electrical power distribution services.

E. Journeyman: The Contractor shall ensure that the Journeyman is a trained electrician who has completed an electrician apprenticeship (a second stage of the electrician career pathway).

4.9. Performance Requirements

A. All services shall follow the highest standards prevailing in the industry, as well as applicable codes, rules, regulations, laws, and practices governing the work. The measure will be met and maintained by effective communications with the Aviation Authority stakeholders, regular operations management reviews, and industry best practices.

B. The Contractor shall hire or contract with a sufficient number of employees or contractors so as to enable it to conduct the Selected Contractor' s operation and perform the Services as authorized and required hereunder.

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

D. 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.

E. When working in Communication rooms, Contractor's employees without badges must be escorted at all items. All requests for communication room access are to be submitted to the AAR or Designee at least two (2) business days in advance.

F. The Aviation Authority will notify the Contractor when services are needed. The Contractor shall commence the work on a schedule negotiated between the Aviation Authority and the Contractor. The Contractor shall have received a written Aviation Authority Work Order and/or Project Number on work (the "Work Order") prior to commencing any such work. If an emergency is declared by the CIO, Assistant Director of Information Technology or his designee, a handwritten Work Order or email authorization is acceptable, if signed and dated by the CIO, Assistant Director of Information Technology, the AAR, or their designees.

G. Request for Estimates: Upon receipt of a request for estimates, the Contractor and the Aviation Authority shall conduct a walk-through of the worksite, after which the Contractor shall prepare and deliver to the Aviation Authority a written estimate, on Aviation Authority supplied estimate form, which includes labor hours, permits, parts, materials, and rental equipment required for completing the work listed in the Work Order (the "Work"). The estimate shall also include any subcontractors' cost of performing work. All parts used in estimates are required to conform to the Aviation Authority's official 'Preferred Vendor and BOD Parts List' where applicable. All exceptions need to be approved by the AAR. A copy of the subcontractor's estimate must be submitted with the Contractor's estimate. Contractor shall review with the Aviation Authority the requirements in the Work Order and shall provide its best estimate of the hours and costs for the completion of the applicable work, which estimate shall constitute a not-to-exceed amount for the applicable work. During the Contractor's review of the estimate with the Aviation Authority, Contractor shall identify any additional tasks necessary to satisfactorily perform the Work. The Contractor shall then update the Contractor's estimate and the Contractor shall not commence performance of the Work until the Aviation Authority has approved the estimate. The Aviation Authority shall include any such additional tasks agreed upon by the Aviation Authority in the issued Work Order. The Contractor shall not perform Work other than as provided in the Work Order provided to the Contractor.

H. If the Aviation Authority, in its discretion, is not satisfied with the estimate, the Aviation Authority, in its discretion, may request an estimate for the Work from the other Contractor(s) to whom a contract was awarded pursuant to this solicitation (the "Other Contractor"). Notwithstanding any other provision in this Contract to the contrary, the Aviation Authority reserves the right to complete any Work or to contract with any other individual or entity to complete any Work,

regardless of whether such individual or entity was awarded a contract pursuant to this solicitation.

I. The Aviation Authority may request that the Contractor and the Other Contractor (s) provide estimates on a Work Order and may provide the Work Order to either the Contractor or the Other Contractor, as determined by the Aviation Authority in its discretion. If the Contractor and the Other Contractor are asked to provide an estimate, both the Contractor and the Other Contractor shall attend one scheduled walk-through. All information for project estimate shall be discussed and all questions from the Contractor and from the Other Contractor shall be provided to both the Contractor and the Other Contractor.

J. All estimates shall include any and all Work that is to be provided by Contractor's selected subcontractor(s). Subject to the terms regarding subcontractors (including, without limitation, under Standard Terms and Conditions. Contractor is responsible for negotiating prices and rates with subcontractors of Contractor's choice. All estimate pricing must be based on Contract hourly rates as set forth in the Bid Form. The Contractor shall provide the Aviation Authority with proper documentation regarding parts purchased and hours worked for all Work completed by the Contractor and/or by its subcontractor(s). Subcontractor estimates shall include costs for labor, material, and equipment rental.

K. Unless specified otherwise by the Aviation Authority, all estimate requests shall be completed and provided to the AAR or designee within twenty-four (24) hours of walk-through.

L. Contractor is responsible to notify the AAR or his designee when anyone (other than the AAR) on a job site requests Contractor to perform any additional work outside of the Work provided in the Work Order. If the AAR approves such additional work, the AAR will request that an estimate and/or quote be obtained for such additional work and the Aviation Authority will revise the Work Order or provide the Contractor with a new Work Order for such additional work. No additional work shall take place without receipt by the Contractor of the revised Work Order and additional work shall be performed only to the extent provided in such Work Order. The Contractor will not be compensated, including without limitation for any hours, reimbursable items, or markup, unless provided in an approved estimate and Work Order.

M. If, during the course of performance of Work (including, without limitation, the performance of additional work), the Contractor encounters unforeseen conditions which would impact the Work, the Contractor shall provide written notification to the AAR as soon as the extenuating circumstances are discovered. Contractor must then submit a revised estimate to AAR for approval and must receive a revised Work Order listing the additional work approved by

the AAR prior to any additional work being performed and such additional work shall not exceed the Work provided in the revised Work Order.

N. If Contractor is required to submit an estimate during a job in process (whether for additional work or unforeseen conditions), where work must continue, and time does not allow a formal estimate and revision of Work Order process, a temporary hand-written estimate and revised Work Order is acceptable provided that both the estimate and the Work Order are signed by both the Contractor's representative performing service on site and the AAR or designee. The Contractor shall provide a written estimate (to replace the temporary handwritten estimate) to the AAR within twenty-four (24) hours and the AAR will update the Work Order and provide an updated copy to the Contractor.

O. If the Contractor time/material estimate supplied needs to be modified due to unknown/unexpected constraints, the Contractor is required to submit an updated/add-on cost estimate and wait until written approval is supplied by the AAR.

P. Contractor will be paid for time spent preparing estimates for which the Aviation Authority does not request that the Contractor perform the applicable Work, provided that for each such estimate such payment shall not exceed four (4) hours at the Hourly Labor Rate Standard, provided further one of the following takes place:

1. After Contractor submits a written estimate, the Work is completed by another Contractor in accordance with this Section.
2. After Contractor submits a written estimate, the Work is performed by an individual or entity other than the Contractor or the Other Contractor in accordance with this Section.

4.10. Associated Electrical Power Distribution Services

In connection with the Work on each Work Order, the Contractor shall perform the following services:

A. Locate, repair and/or install electrical power distribution circuits to information technology equipment.

B. Provide, replace, and install conduit with the Aviation Authority's standard conduit systems color code banding, wiring, and junction boxes, fixtures, and electrical equipment.

4.11. Completion Of Work Order

A. After the Work has been completed, the Contractor shall provide an electronic copy of the following documentation to the AAR, which shall be followed by the

inspection, approval and correction of deficiencies provided in this Section of this Specification, which work that is performed to the satisfaction of the Aviation Authority and approved after inspection shall be compensated in the manner as set forth under Performance and Invoicing.

B. Date and time the Work was initiated and completed.

C. The Work Order to which such work relates.

D. Completed Fiber Record Forms, if applicable. Fiber Record Forms (FRF) shall be completed using the Excel form the Aviation Authority shall provide to the Contractor. The Contractor shall submit the fully completed FRFs back to the AAR.

E. Red line drawings/as-built as required.

F. All warranties and operation manuals.

G. Test results. All test results packages shall include, but not limited to, all fiber/copper test instrument electronic test results in tester's native software and PDF form. OTDR test records shall show fully expanded ODTR trace pages, be submitted in OTDR native software and PDF form, full comprehensive OTDR test results (not pass/fail only) shall be submitted. All Fiber Record Forms (Excel template) shall be fully completed by the Contractor. Test results shall be submitted electronically to the Aviation Authority provided email address with complete Work Order and WO title plus and as directed by the Aviation Authority IT department. All test results are due immediately after cables are tested in the field to provide the Aviation Authority AAR's time to review results. This should be prior to invoice submittal.

H. Copy of Permit and Final Inspection, if applicable.

I. Any other documentation that applies to the work, or as requested by the AAR. Failure to submit all close-out documents may result in payment being withheld until such documentation is provided.

4.12. Inspection And Approval

A. Upon the Contractor's completion of Work, the AAR and the Contractor will conduct an inspection of the Work for compliance with this Specification, the Work Order, and the estimate.

B. Any deficiencies noted during an inspection shall be corrected before final acceptance. Such deficiencies will be corrected within five (5) business days from

the date of inspection at the Contractor's expense and shall be subject to inspection and approval according to the terms of this Section.

4.13. 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.

4.14. 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 Contractor.

B. Contractor is required to have electronic attendance and electronic scheduling systems for all the reimbursable positions under this Contract.

4.15. On-Site Communications

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

A. 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 shall provide, at no cost to the Aviation Authority, company provided cell phones for the Staff use to assist in the performance of their duties.

C. Contractor shall provide, at the Contractor's cost, portable radios, programmable to interface with GOAA frequency, chargers and batteries for each requires staffed position. The Contractor shall maintain the radios in good working condition. A minimum of Thirty (30) radios are required.

D. The Contractor's employees and subcontractors shall abide by the Aviation Authority's established radio use procedures and etiquette requirements at all

times. Radios provided and maintained by the Contractor must be suitable/programmable to the Aviation Authority's radio frequency.

4.16. 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.

4.17. Additional Work

A. The Contractor shall be required to perform additional work if repairs are required beyond the other provisions of the Specification. Before such performance, the Contractor shall obtain written approval for the Additional Work from the AAR or designee.

B. The Contractor will not be authorized to perform or invoice the Aviation Authority for any work not specifically authorized in the notice-to-proceed notice.

5. Evaluation Criteria

Respondent(s) must meet the requirements as stated in 5. Vendor Submissions, Section 5. Minimum Requirements in the eProcurement Platform and demonstrate the capability required to provide the services described in the RFP.

It is the Respondent's responsibility to incorporate all pertinent information effectively, to communicate the Respondent's concept, and meet the requirements listed in the RFP. The Respondent should prepare its Response simply and economically, providing a straightforward, concise description of the Respondent's capability to satisfy the conditions and requirements of this competitive solicitation based on the Evaluation Criteria which are the list of elements that the Aviation Authority deems most important to its evaluation process.

The Aviation Authority, in its sole discretion, may award the Contract to the responsible and responsive Respondent submitting the Response which is deemed to be the most advantageous to the Aviation Authority, price and other factors being considered.

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 Respondents.

Responses will be evaluated using the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience and Qualifications** Experience and Qualifications of Respondent; Successful Completion of Similar Projects and References	Points Based	25 *(25% of Total)*
2.	**Knowledge and Experience of Key Individuals and Team**	Points Based	25 *(25% of Total)*
3.	**Approach and Methodology** Ability to provide the requested services.	Points Based	20 *(20% of Total)*
4.	**Additional Response Requirements** Ability to meet MWBE Participation; Prior or Pending Convictions, Indictments, Investigations, Claims, other response requirements and Proof of Insurance.	Points Based	10 *(10% of Total)*
5.	**Price Response/Cost Response schedule**	Points Based	20 *(20% of Total)*

6. Pricing Table

The Aviation Authority shall pay the Contractor, subject to authorized deductions, and subject to the provisions of this RFP up to the amounts set forth on the Proposal Pricing Tables for Contractor Staff that is authorized by the Aviation Authority as required by the Specification.

YEAR 1

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager - Standard Hours	200	Hourly			
2	Lead Technician - Standard Hours	2,500	Hourly			
3	Cable Installer Standard Hours	2,500	Hourly			
4	Helper - Standard Hours	100	Hourly			
5	Master Electrician - Standard Hours	2,000	Hourly			
6	Journeyman Electrician- Standard Hours	100	Hourly			
7	Electrician - Standard Hours	200	Hourly			
8	Project Manager- Non Standard Hours	100	Hourly			
9	Lead Technician - Non Standard Hours	1,500	Hourly			
10	Cable Installer - Non Standard Hours	1,500	Hourly			
11	Helper - Non Standard Hours	1,500	Hourly			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
12	Master Electrician - Non Standard Hours	100	Hourly			
13	Journeyman Electrician - Non Standard Hours	1,500	Hourly			
TOTAL						

YEAR 2

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager - Standard Hours	200	Hourly			
2	Lead Technician - Standard Hours	2,500	Hourly			
3	Cable Installer Standard Hours	2,500	Hourly			
4	Helper - Standard Hours	100	Hourly			
5	Master Electrician - Standard Hours	2,000	Hourly			
6	Journeyman Electrician- Standard Hours	100	Hourly			
7	Electrician - Standard Hours	200	Hourly			
8	Project Manager- Non Standard Hours	100	Hourly			
9	Lead Technician - Non Standard Hours	1,500	Hourly			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
10	Cable Installer - Non Standard Hours	1,500	Hourly			
11	Helper - Non Standard Hours	1,500	Hourly			
12	Master Electrician - Non Standard Hours	100	Hourly			
13	Journeyman Electrician - Non Standard Hours	1,500	Hourly			
TOTAL						

YEAR 3

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager - Standard Hours	200	Hourly			
2	Lead Technician - Standard Hours	2,500	Hourly			
3	Cable Installer Standard Hours	2,500	Hourly			
4	Helper - Standard Hours	100	Hourly			
5	Master Electrician - Standard Hours	2,000	Hourly			
6	Journeyman Electrician- Standard Hours	100	Hourly			
7	Electrician - Standard Hours	200	Hourly			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
8	Project Manager- Non Standard Hours	100	Hourly			
9	Lead Technician - Non Standard Hours	1,500	Hourly			
10	Cable Installer - Non Standard Hours	1,500	Hourly			
11	Helper - Non Standard Hours	1,500	Hourly			
12	Master Electrician - Non Standard Hours	100	Hourly			
13	Journeyman Electrician - Non Standard Hours	1,500	Hourly			
TOTAL						

YEAR 4

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager - Standard Hours	200	Hourly			
2	Lead Technician - Standard Hours	2,500	Hourly			
3	Cable Installer Standard Hours	2,500	Hourly			
4	Helper - Standard Hours	100	Hourly			
5	Master Electrician - Standard Hours	2,000	Hourly			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
6	Journeyman Electrician- Standard Hours	100	Hourly			
7	Electrician - Standard Hours	200	Hourly			
8	Project Manager- Non Standard Hours	100	Hourly			
9	Lead Technician - Non Standard Hours	1,500	Hourly			
10	Cable Installer - Non Standard Hours	1,500	Hourly			
11	Helper - Non Standard Hours	1,500	Hourly			
12	Master Electrician - Non Standard Hours	100	Hourly			
13	Journeyman Electrician - Non Standard Hours	1,500	Hourly			
TOTAL						

YEAR 5

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager - Standard Hours	200	Hourly			
2	Lead Technician - Standard Hours	2,500	Hourly			
3	Cable Installer Standard Hours	2,500	Hourly			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
4	Helper - Standard Hours	100	Hourly			
5	Master Electrician - Standard Hours	2,000	Hourly			
6	Journeyman Electrician- Standard Hours	100	Hourly			
7	Electrician - Standard Hours	200	Hourly			
8	Project Manager- Non Standard Hours	100	Hourly			
9	Lead Technician - Non Standard Hours	1,500	Hourly			
10	Cable Installer - Non Standard Hours	1,500	Hourly			
11	Helper - Non Standard Hours	1,500	Hourly			
12	Master Electrician - Non Standard Hours	100	Hourly			
13	Journeyman Electrician - Non Standard Hours	1,500	Hourly			
TOTAL						

YEAR 1 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 1					

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount		
TOTAL					

YEAR 2 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 2					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount		
TOTAL					

YEAR 3 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 3					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount		
TOTAL					

YEAR 4 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 4					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount		
TOTAL					

YEAR 5 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 5					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount		
TOTAL					

7. Vendor Submissions

7.1. Respondent Company Name and Contact Information*

Provide the name of Respondent's company (including the name of any parent company), Include: Contact name and complete contact information of individual responsible for account ("Lead Individual").

Maximum response length: 5000 characters

*Response required

7.2. Type of organization (corporation, sole proprietor, partnership, other)*

Maximum response length: 200 characters

*Response required

7.3. Federal employer identification number*

Maximum response length: 200 characters

*Response required

7.4. Pricing Table*

Please confirm that you have completed the Pricing Table in OpenGov.

☐ Please confirm

*Response required

7.5. REVISIONS | ADDENDA | QUESTIONS & ANSWERS * Participant confirms that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. This is a confirmation of acknowledgement.*

☐ Please confirm

*Response required

7.6. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

7.7. Minimum Requirements

Respondents must meet the minimum requirements noted under this Minimum Requirements Section of this RFP in order to be considered for the award of the contract. Respondents will address each question under this Minimum Requirements Section. Each Respondent must acknowledge and provide written documentation that their firm meets the Minimum Requirements.

*7.7.1. Registered with the State of Florida.**

Respondent shall be registered/qualified to do business in the State of Florida.

Upload a copy of such registration/qualification.

*Response required

*7.7.2. Minimum Experience**

Respondent shall have a minimum of five (5) years' of airport experience and seven (7) years of continuous and recent experience providing services of the type described in the Scope of Work prior to the deadline of this RFP, Respondent shall confirm as an affirmative statement of such experience.

☐ Please confirm

*Response required

*7.7.3. Documentary Proof of Minimum Experience Requirements**

Respondent shall provide documentary proof of having a minimum of five (5) years' airport experience and seven (7) years continuous and recent experience providing services of the type described in the Scope of Work prior to the deadline of this RFP.

Please enter text documentary proof of meeting each of the experience requirements as note above (i.e. 5 years' airport experience and 7 years continuous service as noted above).

Maximum response length: 5000 characters

*Response required

7.7.4. Small Business Action Plan

Respondents shall provide a Small Business action plan that demonstrates the Proposer's understanding of the Aviation Authority's Disadvantaged Business Enterprise (DBE), Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB) and Veteran Business Enterprise (VBE) Participation Programs, and how the Proposer will achieve the participation goals for these types of services.

A. All Respondents, including a DBE/WBE/LDB/VBE, shall comply with the Small Business participation action plan.

B. **The Response will be considered non-responsive to the Solicitation and rejected if the Respondent fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Respondent has met or has made a good faith effort to meet the established MWBE goal.**

Maximum response length: 5000 characters

*7.7.5. Financial Statements**

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources and financial capabilities to provide the services at the level required by the Aviation Authority.

Respondents must provide the most recent audited annual financial statements for the last two years in order to evaluate the Respondent's ability to perform these Services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years.

NOTE: If the Respondent is a joint venture or partnership, which is not currently in existence, the above requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

This financial documentation shall be uploaded as a separate attachment and be clearly labeled as follows: **"Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure."** (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

Please upload financial statements.

*Response required

*7.7.6. Signed Contract.**

Please 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. 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.

☐ Please confirm

*Response required

*7.7.7. 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 the RFP under Section 3.3 Insurance Requirements.

The *Respondent's submittal shall demonstrate ability to meet* all portions listed in *Section 3.3 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

*7.7.8. Respondent's Certification**

I have carefully examined this Solicitation document located in the e-Procurement Platform and any 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 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, 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

*7.7.9. Letter 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.

Please upload Letter of Bondability as noted above.

*Response required

7.8. Experience and Qualifications

Experience and qualifications of Respondent, references, successful completion of similar projects of size and scope.

The requirements in this section are not to limit the creativity in the presentation of a Response, but rather to list the elements that the Aviation Authority deems most important to its evaluation process.

*7.8.1. Cover Letter**

Provide a brief narrative description of the firm's expertise, experience, history, and the resources directly available for the proposed project.

Maximum response length: 5000 characters

*Response required

*7.8.2. Summary of Company's Experience and Qualifications**

Provide a summary of the company's background, history, locations, number of years in business, the total number of employees, key personnel, qualifications, experience, how business is organized, and notable achievements

Maximum response length: 5000 characters

*Response required

*7.8.3. List of Similar Contracts**

Provide a list of similar projects/contracts that demonstrates meeting the five years' of airport experience and seven years of continuous and recent experience providing services as described in the scope of work.

Maximum response length: 5000 characters

*Response required

*7.8.4. Respondents 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.

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

*7.8.5. Minimum of Three References**

Provide a minimum of three, but no more than five, references of airports and/or governmental entity clients providing similar services and scope as identified in the RFP. Respondent shall provide the following information for each reference:

A. Organization's Name

B. Address

C. Contact person

D. Telephone number and email address of contact person

E. Brief Description of Project

F. **Respondent's Role and Identify the Lead Individual**

G. Date of Services/Status (current or past client)

Maximum response length: 5000 characters

*Response required

7.9. Knowledge and Experience of Key Personnel, Manager & Staff

Respondent shall demonstrate the specialized experience and technical competence of the key individuals and support staff who will provide the requested services, including but not limited to the proposed project manager, major subcontractors, and key staff in each firm. Knowledge, recent experience, and expertise of these key individuals with projects of similar type and complexity will be a material consideration.

*7.9.1. Manager Assigned**

The Proposer shall identify the Manager to be assigned to the Aviation Authority's account who has at least three (3) years of successful experience, describe the Manager's experience, which is with similar scope to that of the Orlando International Airport.

Maximum response length: 5000 characters

*Response required

*7.9.2. Other Personnel - Lead Technician**

Describe the other personnel experience with similar scope to that of the Orlando International Airport. Other personnel such as the Lead Technician shall have a minimum of three years' experience with similar scope to that of the Orlando International Airport.

Upload information on other key personnel and name the uploaded file: "Other Personnel".

*Response required

*7.9.3. Reporting Relationship and Organization Chart**

Include an organizational chart proposed for this project clearly showing the reporting relationship between individual team members, especially those in positions of oversight and quality assurance.

*Response required

7.10. Approach and Methodology

The respondent's approach and methodology should be well-organized, results focused and should demonstrate how the respondent plans to meet the goals of the specific requirements of the scope of work.

*7.10.1. Staffing Plan**

Describe in detail the proposed staffing necessary to meet the requirements of this Contract to include:

1 Project Manager

Project Manager shall have a minimum of three years' experience in supervising and overseeing similar low voltage wiring, installation and associated electrical power distribution services.

2 Master Electrician

A Master Electrician shall have a minimum of five years' experience in the low voltage wiring, installation and associated electrical power distribution services.

3 Lead Technician

Lead Technician shall have a minimum of three years' experience in the low voltage wiring, installation and associated electrical power distribution services.

4 Electricians

Electricians have a minimum of two years' experience in the low voltage wiring, installation and associated electrical power distribution services.

5 Helper

Helper shall have a minimum of one year experience in the low voltage wiring, installation, and associated electrical power distribution services.

6 Journeyman

Journeyman shall be a trained electrician who has completed an electrician apprenticeship.

*Response required

7.11. Additional Response Requirements

The required documentation requested under this section will be scored under the Evaluation Criteria under Additional Response Requirements Category. All required documentation or information requested should be provided as requested.

*7.11.1. Prior or Pending Convictions, Indictments, Investigations, Regulatory Investigations**

The Respondent shall provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to the services listed in the RFP, in which Respondent or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Respondent's response to this Solicitation. Or provide an affirmative statement that there are none.

Maximum response length: 5000 characters

*Response required

*7.11.2. Claims Information**

Disclose all lawsuits, arbitrations and claims filed or raised by or against the Respondent over the last five (5) years, specifically identifying the project involved, the parties involved, the nature of the claim(s), amount at issue, disposition or status and litigation, case style, number, and jurisdiction.

The Respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years. Describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name. Or provided an affirmative statement that there are none.

Maximum response length: 5000 characters

*Response required

*7.11.3. Certification Regarding Prohibition Against Contracting with Scrutinized Companies**

This form shall be completed and signed by the Respondent's duly authorized representative. Failure to return the forms with the submittal may cause the Response to be deemed as non-responsive.

Please download the below documents, complete, and upload. Name the uploaded file: "Scrutinized Companies Form."

- Certification Regarding Pro...

*Response required

*7.11.4. E-Verification Certification Form**

This form shall be completed and signed by the Respondent's duly authorized representative. Failure to return the forms with the submittal may cause the Response to be deemed as non-responsive.

Please download the below documents, complete, and upload. Name the uploaded file: "E-Verification Certification Form".

- E-Verify_(1).docx

*Response required

*7.11.5. Small Business Action Plan**

Upload your Small Business Action Plan

*Response required

*7.11.6. 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

*7.11.7. 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".

- Conflict_of_Interest_Disclo...

*Response required

8. Standard Terms & 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 Website for review by interested parties, and will remain posted for a period of five (5) 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. 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.

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 Response. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Purchasing Liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Request for Response; and written correspondence concerning Responses may be submitted to the Procurement 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 Response process should be submitted in writing to the

Greater Orlando Aviation Authority, **GOAA Annex Building, Procurement Department, 5855 Cargo Road, Orlando, FL 32827- 4399** or via the e-Procurement Platform as directed during the Response 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 at http://www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

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

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 90 days from the date of opening. The obligations of Aviation Authority under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

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 bid the name of any officer, director, or agent who is also an employee of the Aviation Authority. Further, all Contractors must disclose the name of

any Aviation Authority employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Contractor's firm or any of its branches.

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 AUTHORITYY, 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.

9. Contract

9.1. Contract Instructions

The Aviation Authority shall notify the Respondent of the Aviation Authority's intent to make an award and the Respondent shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Respondent to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Respondent. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:

A. If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

B. If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.

C. If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having Aviation Authority to bind the company.

D. If Contractor is a sole proprietorship, the owner shall sign the Contract

If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's Aviation Authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.

If a Response is accepted by the Aviation Authority, the Contract will be executed by the Aviation Authority with respect to the items awarded and returned to the Contractor evidencing the Aviation Authority's acceptance of the Response. No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

9.2. Contract

This Agreement/Contract is made and entered into effective as of _____ 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 _____, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, management, administrative oversight, supplies and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing 24-280-RFP**, 24-280-RFP Low Voltage Wiring and Installation Services (On-Call)**, in accordance with the Contract Documents which consist of the Contract, Response Price Page(s), 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 Request for Responses, 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 **Response Price Page(s)** 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 designee, and the said Contractor.

GREATER ORLANDO AVIATION AUTHORITY

By:_____

Title:_____

Date:_____

“CONTRACTOR”

By:_____

Title:_____

Date:_____

APPROVED AS TO FORM AND LEGALITY

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

Name of Law Firm:_____

By: _____

Date: _____

10. Performance Bond

Performance Bond No.:_____

Performance Bond Expiration Date: _____

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that _____, hereinafter called Principal, and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation Authority, hereinafter called Aviation Authority, in the Penal Sum of One Million Dollars ($100,000), 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 24-280-RFP, 24-280-RFP Low Voltage Wiring and Installation Services (On-Call)**, in accordance with the Contract Documents which are incorporated therein by reference and made a part thereof, and which collectively are herein referred to as the Contract.

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

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

1. Promptly and faithfully performs each of its obligations under said Contract, including, but not limited to, any warranty provisions, in the time and manner prescribed in the Contract; and

2. Pays Aviation Authority all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of Principal, or latent defects in the goods or services furnished by Principal), expenses, costs and attorneys' fees for and in connection with all trial and appellate proceedings, that Aviation Authority sustains resulting directly or indirectly from any breach or default by Principal under the Contract; and

3. Pays Aviation Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services) for and in connection with all trial, appellate and bankruptcy proceedings, that the Aviation Authority sustains resulting directly and indirectly from conduct of the Principal, including, but not limited to, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other

person or entity for whom the Principal is responsible, then this bond is void; otherwise it remains in full force and effect.

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

_____

Principal (Name of Contractor)

_____ By: _____

Witness (Signature)

_____ Its: _____

Witness (Title)

(Seal)

_____

Name of Surety

_____ By: _____

Witness (Signature)

_____ Its: _____

Witness (Title)

Address: _____

Telephone No.:_____

Fax No.:_____

E-Mail Address: _____

_____

(Countersignature by

Florida Licensed Agent)

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

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

IMPORTANT:

Surety companies executing bonds must meet the requirements set forth in Section 3 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

_____

Secretary

(Corporate Seal)

11. Irrevocable Stand-By Letter of Credit

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: One Million Dollars ($100,000)

BENEFICIARY:

Greater Orlando Aviation Authority

One Jeff Fuqua Boulevard

Orlando, FL 32827-4399

Dear Sir or Madam:

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

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

A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain 24-280-RFP **for 24-280-RFP Low Voltage Wiring and Installation Services (On-Call)** at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Agreement"); and

B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or

C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

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

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

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

_____

(Bank Name)

By: _____

(Signature)

Address: _____

_____

Telephone No.:_____

Fax No.:_____

E-Mail Address: _____

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY

STATEMENT FORM

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

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

A. _____[Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain **Contract, 24-280-RFP, 24-280-RFP Low Voltage Wiring and Installation Services (On-Call)** at Orlando International Airport, by and between the Company and the Aviation Authority (the "Agreement").

B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals $_____; or

C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Agreement in accordance with such terms, and that the amount of the required replacement bond or letter of credit is $_____.

Dated this _____ day of _____, 20____.

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Title: _____

7. RESPONSE

Greater Orlando Aviation Authority
Procurement Services
Kelly Loll, Vice President
ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827

[ORLANDO BUSINESS TELEPHONE SYSTEMS INC.] RESPONSE DOCUMENT REPORT

RFP No. 24-280-RFP

24-280-RFP Low Voltage Wiring and Installation Services (On-Call)

RESPONSE DEADLINE: April 9, 2024 at 11:00 am

Report Generated: Tuesday, April 9, 2024

Orlando Business Telephone Systems Inc. Response

CONTACT INFORMATION

Company:
Orlando Business Telephone Systems Inc.

Email:
linda@obtssolutions.net

Contact:
LINDA FRYMYER

Address:
5345 L B MCLEOD RD
ORLANDO, FL 32811

Phone:
(407) 996-1104

Website:
www.obtssolutions.com

Submission Date:
Apr 1, 2024 2:22 PM

ADDENDA CONFIRMATION

Addendum #1
Confirmed Mar 21, 2024 8:24 AM by LINDA FRYMYER

Addendum #2
Confirmed Apr 1, 2024 2:22 PM by LINDA FRYMYER

QUESTIONNAIRE

1. Respondent Company Name and Contact Information*

Provide the name of Respondent's company (including the name of any parent company), Include: Contact name and complete contact information of individual responsible for account ("Lead Individual").

Maximum response length: 5000 characters

Orlando Business Telephone Systems Inc.

Bart Bornack, President 407-996-1128 bart@obtssolutions.net

Linda Frymyer, CFO 407-996-1104 linda@obtssolutions.net

2. Type of organization (corporation, sole proprietor, partnership, other)*

Maximum response length: 200 characters

Corporation

3. Federal employer identification number*

Maximum response length: 200 characters

[redacted]

4. Pricing Table*

Please confirm that you have completed the Pricing Table in OpenGov.

Confirmed

5. REVISIONS | ADDENDA | QUESTIONS & ANSWERS * Participant confirms that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. This is a confirmation of acknowledgement.*

Confirmed

6. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

Confirmed

7. Minimum Requirements

Respondents must meet the minimum requirements noted under this Minimum Requirements Section of this RFP in order to be considered for the award of the contract. Respondents will address each question under this Minimum Requirements Section. Each Respondent must acknowledge and provide written documentation that their firm meets the Minimum Requirements.

REGISTERED WITH THE STATE OF FLORIDA.*

Respondent shall be registered/qualified to do business in the State of Florida.

Upload a copy of such registration/qualification.

State_of_Florida_Certificate_of_Status.pdfCity_of_Orlando_Business_License.pdfOrange_County_Business_License.pdf

MINIMUM EXPERIENCE*

Respondent shall have a minimum of five (5) years' of airport experience and seven (7) years of continuous and recent experience providing services of the type described in the Scope of Work prior to the deadline of this RFP, Respondent shall confirm as an affirmative statement of such experience.

Confirmed

DOCUMENTARY PROOF OF MINIMUM EXPERIENCE REQUIREMENTS*
Respondent shall provide documentary proof of having a minimum of five (5) years' airport experience and seven (7) years continuous and recent experience providing services of the type described in the Scope of Work prior to the deadline of this RFP.

Please enter text documentary proof of meeting each of the experience requirements as note above (i.e. 5 years' airport experience and 7 years continuous service as noted above).

Maximum response length: 5000 characters

Orlando Business Telephone Systems Inc. has been working with Greater Orlando Aviation Authority (GOAA) via contracts since before 2006 and has been in the business since 4-1982 performing the same kind of work as the work needed in this contract.

SMALL BUSINESS ACTION PLAN
Respondents shall provide a Small Business action plan that demonstrates the Proposer's understanding of the Aviation Authority's Disadvantaged Business Enterprise (DBE), Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB) and Veteran Business Enterprise (VBE) Participation Programs, and how the Proposer will achieve the participation goals for these types of services.

a. All Respondents, including a DBE/WBE/LDB/VBE, shall comply with the Small Business participation action plan.

b. **The Response will be considered non-responsive to the Solicitation and rejected if the Respondent fails to demonstrate, to the reasonable satisfaction of the Aviation Authority, as required by the MWBE policy, that the Respondent has met or has made a good faith effort to meet the established MWBE goal.**

Maximum response length: 5000 characters

Orlando Business Telephone Systems Inc. has been working with Greater Orlando Aviation Authority (GOAA) via contracts since before 2006 and with all those years of working with GOAA we have always been aware of all the MWBE/LBD/VRE/DBE requirements and have always met or exceeded the requirements. OBTS uses several subcontractors that all fall into these categories such as Heron

Electric, Di-versified LLC, and Electrical Integrated, Inc. for electrical work, underground boring and even structured cabling work. OBTS also purchased most of our communication equipment from KATCO which also is MWBE. OBTS feels very comfortable that we can met and/or exceed all requirements.

FINANCIAL STATEMENTS*

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources and financial capabilities to provide the services at the level required by the Aviation Authority.

Respondents must provide the most recent audited annual financial statements for the last two years in order to evaluate the Respondent's ability to perform these Services. If audited annual financial statements are not available, provide balance sheets, income statements, and cash flow statements for the last two years.

NOTE: If the Respondent is a joint venture or partnership, which is not currently in existence, the above requested documentation shall be submitted from each entity of the proposed joint venture or partnership.

This financial documentation shall be uploaded as a separate attachment and be clearly labeled as follows: "Confidential Financial Records Submitted under Seal and Exempt from Florida Public Records Disclosure." (Reference Florida Statutes Section 119.071(1)(c) for exemption on financial records.)

Please upload financial statements.

Confidential_Financial_Records_Submitted_under_Seal_and_Exempt_from_Florida_Public_Records_Disclosure..pdf

SIGNED CONTRACT.*

Please 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. 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.

Confirmed

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 the RFP under Section 3.3 Insurance Requirements.

The *Respondent's submittal shall demonstrate ability to meet* all portions listed in *Section 3.3 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.

Insurance_Letter_of_contination_of_Insurance.pdfGOAA_ACCORD_COI_2024.pdf

RESPONDENT'S CERTIFICATION*
I have carefully examined this Solicitation document located in the e-Procurement Platform and any 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 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, 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

LETTER 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.

Please upload Letter of Bondability as noted above.

Bondability_OBTS_3_7_24_GOAA.pdf

8. Experience and Qualifications

Experience and qualifications of Respondent, references, successful completion of similar projects of size and scope.

The requirements in this section are not to limit the creativity in the presentation of a Response, but rather to list the elements that the Aviation Authority deems most important to its evaluation process.

COVER LETTER*

Provide a brief narrative description of the firm's expertise, experience, history, and the resources directly available for the proposed project.

Maximum response length: 5000 characters

OBTS's Capabilities

Expertise: OBTS possesses a deep understanding of telecommunication systems and structured cabling with a proven track record of success in inside and outside plant cabling. Our team comprises highly skilled professionals with experience in structured cabling including BICIS (RCDD) certification.

Experience: We have a history of delivering for large hospitality resorts and of course GOAA. This experience allows us to anticipate potential challenges and navigate them effectively.

History: Established in 1982, OBTS has grown steadily, building a reputation for innovation, on time performance and quality workmanship.

Resources: We have the resources readily available to ensure the project's success. This includes a team of dedicated professionals, access to technology, and equipment, and a strong network of partners to address any specialized needs.

SUMMARY OF COMPANY'S EXPERIENCE AND QUALIFICATIONS*

Provide a summary of the company's background, history, locations, number of years in business, the total number of employees, key personnel, qualifications, experience, how business is organized, and notable achievements

Maximum response length: 5000 characters

Orlando Business Telephone Systems, Inc. (OBTS). OBTS has been providing voice and data network solutions for 42 years in Central Florida. We have trained technicians that are dispatched from our Orlando office. At our service facilities, we maintain spare parts for all our managed service customers to ensure a rapid and complete response. We provide 24 X 7 coverage with an on-call manager and technician for after-hours/weekend notification and service.

STRUCTURED CABLING DEPARTMENT: Installs structured cabling systems - category 6A, and fiber optic. Provide underground and aerial fiber optic and copper cable. Certified by various manufacturers and BICSI. OBTS has one RCDD and one State of Florida licensed low voltage contractors on staff.

MANUFACTURERS SUPPORTED: Hubbell, Ortronics, Optical Cable Corporation (OCC)

a. The following key personnel will manage the delivery of services for GOAA under the continuing services projects.

<u>Proposer and Project Manager:</u>

Bart Bornack, President for Orlando Business Telephone Systems Inc. (OBTS) from 10-2009 to present. Bart Bornack is fully experienced in the installation and maintenance of inside and outside cabling infrastructure including single mode/multimode fiber optic cable, inside/outside copper feed cables, aerial/underground and Category 6A station cabling. Currently hold

certificates for Registered Distribution Design Engineer (RCDD), BISCI, and State of Florida Licensed Contractor – ES12000282 (See attached) Bart oversees all jobs at GOAA.

Accountant/ Project Manager:

Linda C. Frymyer, CFO. Orlando Business Telephone Systems, Inc. from 6/85 to present. Chief Financial officer for the company. Oversees the accounting department. Ensures invoices meet GOAA standards and are verified with backup invoices and subcontractor's paperwork. Ensures compliance with MWBE, LDB, and DBE requirements. Ensures insurance and bonding requirements are met.

Senior Lead Technician:

Thomas (Tom) Roberts working with OBTS from 1995 to present – Certifications and/or experienced with BICSI cabling requirements including LAN, Ethernet, Fiber Optic, Buried, Telephone, CCTV, CATV Cabling. Certified on fiber optic Fusion Splicer. Proficient on OTDR & LAN testing instruments. Over 20 years working at OIA installing and certifying structured cabling projects - category 6A and fiber optic. Provides design and engineering support to the GOAA staff. Currently is the supervising technician for the structured cabling installation for all GOAA projects including subcontractors.

Lead Technicians:

Jaime Jordan, Alexis Astudillo, Dave Thomas, Joe Russell, Garland Higginbotham - all have worked on GOAA job sites, performing and leading structured cabling installations

LIST OF SIMILAR CONTRACTS*

Provide a list of similar projects/contracts that demonstrates meeting the five years' of airport experience and seven years of continuous and recent experience providing services as described in the scope of work.

Maximum response length: 5000 characters

OBTS has worked with GOAA since before 2006 and have successfully completed many contracts such as L0049,57,59,61,65,72,88 consisting of Structured Cabling projects installing conduit and copper/fiber communications cabling that includes Category 5E/6/6A, single mode, multi mode fiber and cabling is all terminated.

RESPONDENTS 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.

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

MINIMUM OF THREE REFERENCES*
Provide a minimum of three, but no more than five, references of airports and/or governmental entity clients providing similar services and scope as identified in the RFP. Respondent shall provide the following information for each reference:

a. Organization's Name
b. Address
c. Contact person

d. Telephone number and email address of contact person
e. Brief Description of Project
f. Respondent's Role and Identify the Lead Individual
g. Date of Services/Status (current or past client)

Maximum response length: 5000 characters

a. **Organization's Name:** Greater Orlando Aviation Authority
b. **Address** MCO 1 Jeff Fuqua Blvd Orlando, FL
c. **Contact person:** Joe Ambrose, James McMillan
d. **Telephone number and email address of contact person**
e. **Brief Description of Project** Various Projects (L0049,57,59,61,65,72,88) consisting of Structured Cabling projects installing conduit and copper/fiber communications cabling that includes Category 5E/6/6A, single mode, multi mode fiber and cabling is all terminated.
f. **Respondent's Role and Identify the Lead Individual** Bart Bornack, President/Engineering, Lead Techs: Tom Roberts, Alexis Astudillo, Dave Thomas, Jaime Jordan, Garland Higginbotham, Joe Russell
g. **Date of Services/Status (current or past client)** Since 2006 and continuing as of today

a. **Organization's Name.** INNO4
b. **Address**. Multiple Restaurants at MCO 1 Jeff Fuqua BLVD
c. **Contact person** Bruce Streeter
d. **Telephone number and email address of contact person.** 906.374.3300. bruce.streeter@inno4llc.com
e. **Brief Description of Project.** Installed voice and data cabling for multiple restaurants at the Airport such as Shake Shack, Auntie Ann's, Cinnabon's, Orange County Brewery, Star Bucks, Burger King and more.
f. **Respondent's Role and Identify the Lead Individual**. OBTS did the voice and data cabling including the construction of the Equipment rooms.
g. **Date of Services/Status (current or past client)** 8/2023 past client project completed.

a. **Organization's Name.** Clancy & Theys
b. **Address**. Jet Blue at MCO 1 Jeff Fuqua BLVD
c. **Contact person** Kevin Harvey
d. **Telephone number and email address of contact person** 407-676-2529. kevinharvey@clancytheys.com
e. **Brief Description of Project** Relocation of Jet Blue to terminal "C"
f. **Respondent's Role and Identify the Lead Individual**. OBTS did the voice and data cabling including the construction of the Equipment rooms.
g. **Date of Services/Status (current or past client)** 8/2023 past client project completed.

9. Knowledge and Experience of Key Personnel, Manager & Staff

Respondent shall demonstrate the specialized experience and technical competence of the key individuals and support staff who will provide the requested services, including but not limited to the proposed project manager, major subcontractors, and key staff in each firm. Knowledge, recent experience, and expertise of these key individuals with projects of similar type and complexity will be a material consideration.

MANAGER ASSIGNED*

The Proposer shall identify the Manager to be assigned to the Aviation Authority's account who has at least three (3) years of successful experience, describe the Manager's experience, which is with similar scope to that of the Orlando International Airport.

Maximum response length: 5000 characters

Senior Lead Technician:

Thomas (Tom) Roberts working with OBTS from 1995 to present – Certifications and/or experienced with BICSI cabling requirements including LAN, Ethernet, Fiber Optic, Buried, Telephone, CCTV, CATV Cabling. Certified on fiber optic Fusion Splicer. Proficient on OTDR & LAN testing instruments. Over

20 years working at OIA installing and certifying structured cabling projects - category 6A and fiber optic. Provides design and engineering support to the GOAA staff. Currently is the supervising technician for the structured cabling installation for all GOAA projects including subcontractors.

OTHER PERSONNEL - LEAD TECHNICIAN*
Describe the other personnel experience with similar scope to that of the Orlando International Airport. Other personnel such as the Lead Technician shall have a minimum of three years' experience with similar scope to that of the Orlando International Airport.

Upload information on other key personnel and name the uploaded file: "Other Personnel".

Other_Key_Personal_Resumes.pdf

REPORTING RELATIONSHIP AND ORGANIZATION CHART*
Include an organizational chart proposed for this project clearly showing the reporting relationship between individual team members, especially those in positions of oversight and quality assurance.

OBTS_Structure_chart_2024.pdf

10. Approach and Methodology

The respondent's approach and methodology should be well-organized, results focused and should demonstrate how the respondent plans to meet the goals of the specific requirements of the scope of work.

STAFFING PLAN*
Describe in detail the proposed staffing necessary to meet the requirements of this Contract to include:

1 Project Manager

Project Manager shall have a minimum of three years' experience in supervising and overseeing similar low voltage wiring, installation and associated electrical power distribution services.

2 Master Electrician

A Master Electrician shall have a minimum of five years' experience in the low voltage wiring, installation and associated electrical power distribution services.

3 Lead Technician

Lead Technician shall have a minimum of three years' experience in the low voltage wiring, installation and associated electrical power distribution services.

4 Electricians

Electricians have a minimum of two years' experience in the low voltage wiring, installation and associated electrical power distribution services.

5 Helper

Helper shall have a minimum of one year experience in the low voltage wiring, installation, and associated electrical power distribution services.

6 Journeyman

Journeyman shall be a trained electrician who has completed an electrician apprenticeship.

Detailed_Staffing_Plan.docx

11. Additional Response Requirements

The required documentation requested under this section will be scored under the Evaluation Criteria under Additional Response Requirements Category. All required documentation or information requested should be provided as requested.

PRIOR OR PENDING CONVICTIONS, INDICTMENTS, INVESTIGATIONS, REGULATORY INVESTIGATIONS*

The Respondent shall provide a description of all prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to the services listed in the RFP, in which Respondent or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of Respondent's response to this Solicitation. Or provide an affirmative statement that there are none.

Maximum response length: 5000 characters

OBTS states that there has been no prior or pending convictions, indictments, investigations, and regulatory investigations, either civil or criminal that relate to the services listed in the RFP, in which Respondent or its affiliates, subsidiaries, parent company, directors, senior officers, senior regional officers, the Lead Individual, or Engagement Team members have been involved with in the last five (5) years immediately preceding the date of our response to this Solicitation.

CLAIMS INFORMATION*
Disclose all lawsuits, arbitrations and claims filed or raised by or against the Respondent over the last five (5) years, specifically identifying the project involved, the parties involved, the nature of the claim(s), amount at issue, disposition or status and litigation, case style, number, and jurisdiction.

The Respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years. Describe details regarding the non-performance, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name. Or provided an affirmative statement that there are none.

Maximum response length: 5000 characters

OBTS states that there has been no non-performance, including any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name.

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES*
This form shall be completed and signed by the Respondent's duly authorized representative. Failure to return the forms with the submittal may cause the Response to be deemed as non-responsive.

Please download the below documents, complete, and upload. Name the uploaded file: "Scrutinized Companies Form."

- Certification_Regarding_Pro...

Scrutinized_Companies_Form.pdf

E-VERIFICATION CERTIFICATION FORM*

This form shall be completed and signed by the Respondent's duly authorized representative. Failure to return the forms with the submittal may cause the Response to be deemed as non-responsive.

Please download the below documents, complete, and upload. Name the uploaded file: "E-Verification Certification Form".

- E-Verify_(1).docx

E-Verification_Certification_Form.pdf

SMALL BUSINESS ACTION PLAN*
Upload your Small Business Action Plan

Small_Business_Action_Plan.docx

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".

CURRENT_W9.pdf

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".

- Conflict_of_Interest_Disclo...

Conflict_of_Interest_Form.pdf

PRICE TABLES

YEAR 1

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 2

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 3

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 4

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 5

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	Project Manager -Standard Hours		Hourly	No Bid	No Bid	X
2	Lead Technician - Standard Hours	2,500	Hourly	$65.00	$162,500.00	
3	Cable Installer Standard Hours		Hourly	No Bid	No Bid	X
4	Helper - Standard Hours		Hourly	No Bid	No Bid	X
5	Master Electrician - Standard Hours		Hourly	No Bid	No Bid	X
6	Journeyman Electrician- Standard Hours		Hourly	No Bid	No Bid	X
7	Electrician - Standard Hours		Hourly	No Bid	No Bid	X
8	Project Manager- Non Standard Hours		Hourly	No Bid	No Bid	X
9	Lead Technician - Non Standard Hours	1,500	Hourly	$87.00	$130,500.00	
10	Cable Installer - Non Standard Hours		Hourly	No Bid	No Bid	X
11	Helper - Non Standard Hours		Hourly	No Bid	No Bid	X
12	Master Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
13	Journeyman Electrician - Non Standard Hours		Hourly	No Bid	No Bid	X
TOTAL					$293,000.00	

YEAR 1 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 1					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

YEAR 2 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 2					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

YEAR 3 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 3					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

YEAR 4 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 4					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

YEAR 5 MARK UP TABLE

IT Low Voltage Wiring and Installation Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Mark Up Pricing Year 5					
1	Annual Estimated for Parts, Materials, Subcontractors and Rentals purchased for reimbursable Cost	1	Dollars	$75,000.00	$75,000.00
2	Contractor's Mark-up % over its cost for Parts, Materials, Subcontractors and Rentals purchased (Take your mark-up % and multiply it by $75,000.00 and enter your mark-up amount here)	1	Mark-Up Amount	$11,250.00	$11,250.00
TOTAL					$86,250.00

State of Florida
Department of State

I certify from the records of this office that ORLANDO BUSINESS TELEPHONE SYSTEMS, INC. is a corporation organized under the laws of the State of Florida, filed on April 13, 1983.

The document number of this corporation is G33066.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 7, 2024, 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 Seventh day of March, 2024

Secretary of State

Tracking Number: 4450956060CC

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

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

2023 - 2024

CITY OF ORLANDO
PERMITTING SERVICES

Local Business Tax Receipt

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

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

Business Name
ORLANDO BUSINESS TELEPHONE SYSTEMS INC
5345 L B MCLEOD RD
ORLANDO, FL 32811

Case Number: BUS0011754-001

Issued Date: 07/26/2023

Expiration Date: 09/30/2024

Business type(s):

Description	Year
CONTRA 1710 CONTRA NOT DBPR	2024

Business Owner
ORLANDO BUSINESS TELEPHONE SYSTEMS INC

Business Location
5345 L B MCLEOD RD
ORLANDO, FL

lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. **Delinquent penalty is added October 1.**

2023 **EXPIRES 9/30/2024** 3501-00

3501	MFG REP-PHONE SYSTE	$50.00	30 EMPLOYEES

SCOTT RANDOLPH, TAX COLLECTOR
ORANGE COUNTY, FLORIDA

TOTAL TAX	$50.00
PREVIOUSLY PAID	$50.00
TOTAL DUE	$0.00

5345 L B MCLEOD RD
A - ORLANDO, 32811

BORNACK HERBERT

ORLANDO BUSINESS TELEPHONES SY
BORNACK HERBERT
5345 L B MCLEOD RD
ORLANDO FL 32811

PAID: $50.00 0099-01106183 7/11/2023

This receipt is official when validated by the Tax Collector.

STAHL
& ASSOCIATES
INSURANCE

March 7, 2024

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

Re: Orlando Business Telephone Systems, Inc.
Commercial Insurance – January 1, 2024 – 2025

Dear sirs:

Stahl & Associates Insurance has written the following policies for Orlando Business Telephone Systems, Inc. since December 31, 2009. Coverage for all policies is currently written through Travelers Insurance.

- Commercial General Liability – Policy #ZLP16N70947
- Business Automobile – Policy #BA3P805905
- Workers Compensation – Policy #UB3P809234
- Umbrella Liability – Policy #CUP3P810478

At this point in time, we are unaware of any reason why these insurance policies would not be offered renewal by Travelers or any other insurance company within the period of time required by your Contract Documents.

If we can be of any further assistance, feel free to contact me.

Sincerely,

Kenneth R. Williams

Stahl & Associates Insurance, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/08/2024

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Sue Russell, CIC	
Stahl & Associates Insurance, Inc. 110 Carillon Parkway St. Petersburg FL 33716	PHONE (A/C, No, Ext): (727) 391-9791	FAX (A/C, No): (727) 393-5623
	E-MAIL ADDRESS: certificatesstpete@stahlinsurance.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Orlando Business Telephone Systems, Inc. Brevard Business Telephone Systems Inc 5345 L B McLeod Road Orlando FL 32811	INSURER A : Travelers Property Casualty Co of America	25674
	INSURER B : Phoenix Insurance Company	25623
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL23121468515 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		ZLP16N70947	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		BA3P805905	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Personal Injury Protect	$ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		CUP3P810478	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB3P809234	01/01/2024	01/01/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Blanket Additional Insured applies with respects to the General Liability and Automobile Liability as required by contract on a primary basis. 30 day notice applies as required by contract. Umbrella policy follows form.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority Purchasing Office
8652 Casa Verde Rd
Building 811
Orlando FL 32827-4338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kelly L Petzold

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Employees – Supervisory Positions

D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured – Broad Form Vendors

H. Blanket Additional Insured – Controlling Interest

I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

L. Medical Payments – Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability – Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.(1)**

and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

© 2017 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

© 2018 The Travelers Indemnity Company. All rights reserved.

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV –** Commercial General Liability Conditions.

© 2018 The Travelers Indemnity Company. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II** – LIABILITY COVERAGE;

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION **II** – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a)

A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

© 2016 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission

BOWEN, MICLETTE & BRITT OF FLORIDA, LLC
MAITLAND – WEST PALM BEACH – TAMPA
800-474-5686

March 7, 2024

Greater Orlando Aviation Authority
5850-B Cargo Road
Orlando, FL 32827

RE: Orlando Business Telephone Systems, Inc.
Status of Bondability

To Whom It May Concern:

Bowen, Miclette & Britt of Florida is proud to represent Orlando Business Telephone Systems for their surety needs. We consider them to be an outstanding contractor in their field and we highly recommend them for your project needs.

We have a bonding program established for Orlando Business Telephone Systems with Merchants Bonding Company (Mutual), an A.M. Best rated "A" Company. We can support single bonds of up to $4,000,000 and an aggregate program of $10,000,000. OBTS has been bonded by Merchants for more than 10 years. OBTS bonding rate is $15 per $1,000 (1.5%) of the total contract value.

As always, Merchants Bonding Company (Mutual) reserves the right to perform standard underwriting at the time of any bond request. This includes, but will not be limited to, the acceptability of the contract documents, bond forms and project financing. We assume no liability for any reason if we do not execute the bonds as requested.

This letter is not an assumption of liability, nor should it be considered a bid, payment or performance bond.

If you should have any questions, please do not hesitate to contact us.

Sincerely,

Bowen, Miclette & Britt of Florida

Jimmy Drew
Attorney-In-Fact
407-551-0108
jjdrew@bmbinc.com

Jaime Jordan, Project Manager / Lead Technician, Orlando Business Telephone Systems Inc.

Education – High School Graduate

Work History –10-2009 to 11-2010 Allco, 21st Century Comm 1-2011 to 3-2014, Google Fiber FTTH 7-2014 – 7-2016, NX Utilities 3-2014 to 01-2020, Mc Dean 5-2021 – 5-2022 , 5-2022 to present OBTS., positions past & present, Project Manager, Fiber technician,

Technologic Certifications or Experienced - BISCI cabling requirements, LAN, Ethernet, Fiber Optic, Buried, Telephone, CCTV, CATV Cabling. Proficient on OTDR & LAN testing instruments. Certified on fiber optic Fusion Splicer.

Garland Higginbotham, Lead Technician, Orlando Business Telephone Systems Inc.

Education – United State Airforce 3-1984 to 10-1993 Engineering Installations/Maintenance Specialist
Work History –6-94 to 9-94 Systems One Cable installer, 9-94 to 1-95 AQC Cable Installer, 1995 to present OBTS., positions past & present, Cable & wire installer, cable technician, Telephone Technician

Technologic Certifications or Experienced - BISCI cabling requirements, LAN, Ethernet, Fiber Optic, Buried, Telephone, CCTV, CATV Cabling. Certificated on Iwatsu, NEC, and Mitel products

Alexis Astudillo, Lead Technician, Orlando Business Telephone Systems Inc.

Education – High School Graduate

Work History –McDean 5-2021 to 5-2022, 5-2022 to present OBTS., positions past & present, Cable & wire installer, cable technician

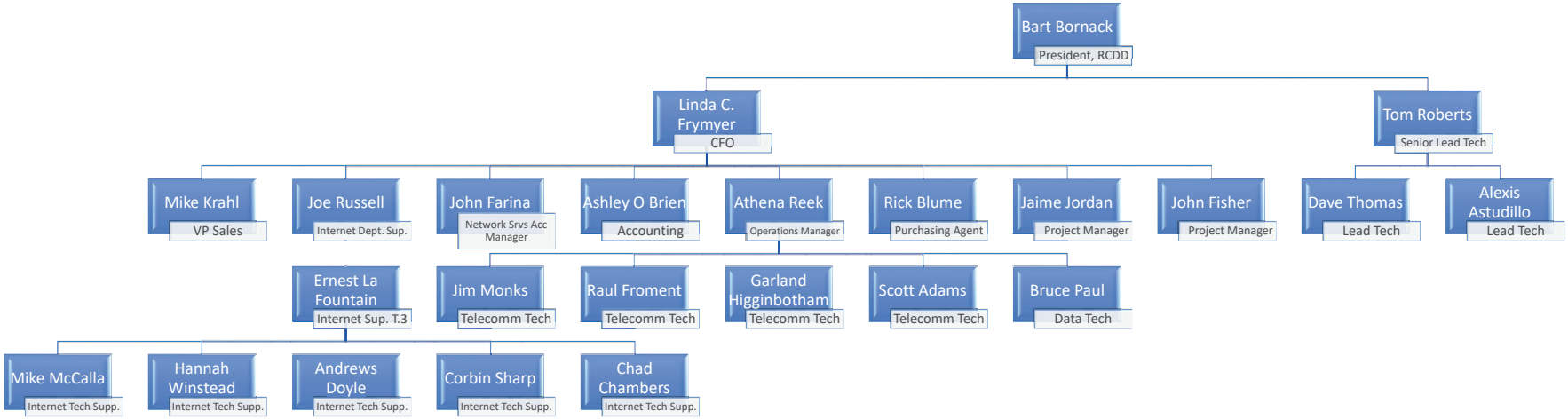
Technologic Certifications or Experienced - BISCI cabling requirements, LAN, Ethernet, Fiber Optic, Buried, Telephone, DAS, CCTV, CATV Cabling. Proficient on OTDR & LAN testing instruments.

Dave Thomas, Lead Technician, Orlando Business Telephone Systems Inc.

Education – High School Graduate

Work History –11-20 – 3-21 All Star Lighting, 12-20 – 7-22 Performance Telecom, 8-22 – 3-23 Phoenix Systems, 11-23 to present OBTS., positions past & present, Cable & wire installer, cable technician

Technologic Certifications or Experienced - BISCI cabling requirements, LAN, Ethernet, Fiber Optic, Buried, Telephone, OSHA 10 HR Construction, CCTV, CATV Cabling. Proficient on OTDR & LAN testing instruments.


Bart Bornack
President, RCDD
Linda C. Frymyer
CFO
Tom Roberts
Senior Lead Tech
Mike Krahl
VP Sales
Joe Russell
Internet Dept. Sup.
John Farina
Network Srvs Acc Manager
Ashley O Brien
Accounting
Athena Reek
Operations Manager
Rick Blume
Purchasing Agent
Jaime Jordan
Project Manager
John Fisher
Project Manager
Dave Thomas
Lead Tech
Alexis Astudillo
Lead Tech
Ernest La Fountain
Internet Sup. T.3
Jim Monks
Telecomm Tech
Raul Froment
Telecomm Tech
Garland Higginbotham
Telecomm Tech
Scott Adams
Telecomm Tech
Bruce Paul
Data Tech
Mike McCalla
Internet Tech Supp.
Hannah Winstead
Internet Tech Supp.
Andrews Doyle
Internet Tech Supp.
Corbin Sharp
Internet Tech Supp.
Chad Chambers
Internet Tech Supp.

10.1 Staffing Plan:

Staffing Plan for Contract Fulfillment

1. Contract Analysis:

- **Review Contract Requirements: Meticulously examine the contract details outlining the services to be provided.**
- **Identify Deliverables and Timeline: Pinpoint the specific deliverables outlined in the contract and their corresponding deadlines.**

2. Resource Breakdown:

- **Task Breakdown: Divide the contract deliverables into smaller, manageable tasks.**
- **Estimate Time per Task: For each task, estimate the time required for completion based on its complexity.**

3. Staffing Needs:

- **Number of Staff: Based on the estimated time per task and desired project timeline, determine the number of staff required. Consider factors like:**
    - **Skillsets: Identify the specific skills and qualifications needed for each task.**
    - **Experience Level: Determine the experience level required for various tasks to ensure quality.**

4. Supervisory Roles:

- **Number of Supervisors: Allocate a sufficient number of supervisors to oversee the team's work.**
- **Supervisor Responsibilities: Outline the supervisor's duties, including:**
    - **Monitoring team progress**
    - **Addressing challenges and roadblocks**
    - **Ensuring quality control**
    - **Providing guidance and support**

5. Buffer and Relief Staff:

- **Account for Fluctuations: Consider incorporating buffer time into the schedule to account for unforeseen delays or changes.**
- **Relief Staff: Factor in the need for relief staff to cover absences due to vacations, illnesses, or other unforeseen circumstances.**

Here's a table outlining the staffing plan structure:

Role	Description	Number
Staff	**Personnel responsible for completing specific tasks**	**(to be determined)**
Skills	**Required skills and qualifications for each staff member**	**(to be determined)**
Supervisors	**Individuals overseeing the team's work**	**(to be determined)**
Relief Staff	**Staff allocated to cover for absences**	**(to be determined)**

Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Linda Childress Frymyer

By: Linda Childress Frymyer
(Authorized Signature)

Title: CFO

Date: 3-7-2024

E-Verification Certification Form

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.*

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.

Company Name: Orlando Business Telephone Systems Inc

Authorized Name: Bart Bonadi Title: President

Signature: Bart Bonadi Date 3/5/24

****

State of Florida

County of Orange

This instrument was acknowledged before me on 3/5/2024 (Date)

Notary Public Signature Linda Childress Frymyer

LINDA CHILDRESS FRYMYER
MY COMMISSION EXPIRES DECEMBER 5, 2024
#HH 029302
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

OBTS's Small Business Action Plan

1. Goals

- OBTS has been providing voice and data network solutions for 42 years and plans to continue these tasks and new ones as technology changes.

2. Services Provided

- We have trained technicians that are dispatched from our Orlando office. At our facilities, we maintain spare parts for all out managed service customers to ensure a rapid and complete response.
- We provide 24 x 7 coverage with an on-call manager and technician for after-hours/weekend notification and service.

3. Personal contacts

- Bart Bornack is primary point of contact for the overall responsibility for managing the resolution of any issues at Orlando International Airport.
- Linda Frymyer will be your primary contact for billing questions and quotes.
- Tom Roberts will be your primary contact as Senior Lead Technician and will oversee all on-site projects and provide quotes for all work to be performed.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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.)

ORLANDO BUSINESS TELEPHONE SYSTEMS INC.

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) . . . . .

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.

5345 L B McLEOD ROAD

6 City, state, and ZIP code

ORLANDO, FL 32811

Requester's name and address (optional)

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

[redacted]

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** Linda Culchess Twymyer **Date** 3-7-2024

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:

Acknowledged by:
Linda Childress Frymyer

Firm Name:
Orlando Business Telephone Systems Inc

Signature of Authorized Representative:
Linda Childress Frymyer

Name and Title (Print or Type):
Linda Childress Frymyer, CFO

Date:
3-7-2023