



**GREATER ORLANDO AVIATION AUTHORITY**  
*Innovation Connecting the World*

## **INVITATION FOR BIDS**

**24-466-IFB**

## **LIFT STATION PREVENTATIVE MAINTENANCE SERVICES**

**Contract Term:**  
**November 1, 2024 to October 31, 2029**

**Contractor**  
**Central Florida Pump**  
**2576 Enterprise Rd., Suite 255**  
**Orange City, FL 32763**  
**Phil Semel, Owner**  
**Phone: (305) 439-0202**  
**centralfloridapump@icloud.com**

**Department: Facilities**

**Senior Procurement Agent: Johnathan Morales**

## TABLE OF CONTENTS

| <u>SECTION</u>                                                                       | <u>PAGE</u> |
|--------------------------------------------------------------------------------------|-------------|
| TABLE OF CONTENTS.....                                                               | 2           |
| Americans With Disabilities Act.....                                                 | 5           |
| Responsible Vendor Determination.....                                                | 5           |
| CONTRACT.....                                                                        | 6           |
| Pricing .....                                                                        | 10          |
| Year 1 .....                                                                         | 10          |
| Year 2 .....                                                                         | 11          |
| Year 3 .....                                                                         | 13          |
| Year 4 .....                                                                         | 15          |
| Year 5 .....                                                                         | 17          |
| Certificate of Insurance .....                                                       | 19          |
| 1.0 GENERAL INFORMATION.....                                                         | 21          |
| 1.1 Tentative Schedule .....                                                         | 21          |
| 1.2 Intent/Purpose .....                                                             | 21          |
| 1.3 Solicitation Information.....                                                    | 21          |
| 1.4 Submitting Questions and Receiving Responses .....                               | 22          |
| 1.5 Communications; Questions Regarding Specifications or Solicitation Process ..... | 22          |
| 1.6 Contract Period.....                                                             | 23          |
| 1.7 Price Escalation/De-Escalation (CPI).....                                        | 24          |
| 1.8 Notice of Intent to Award Contract .....                                         | 24          |
| 1.9 Public Meetings/Public Records.....                                              | 25          |
| 1.10 Code of Ethics and Business Conduct Policy.....                                 | 25          |
| Insurance Requirements Note.....                                                     | 26          |
| 2.0 SPECIAL CONDITIONS .....                                                         | 27          |
| 2.1 Minimum Requirements .....                                                       | 27          |
| 2.2 References .....                                                                 | 27          |
| 2.3 Evaluation of Award .....                                                        | 27          |
| 2.4 Surety Bonds/Letters of Credit/Liability Insurance .....                         | 28          |
| 2.5 Insurance Requirements .....                                                     | 28          |
| 2.6 Verification of Employment Status .....                                          | 31          |
| 2.7 Identification and Access Requirements .....                                     | 31          |
| 2.8 Airport Security .....                                                           | 33          |
| 2.9 Regulations.....                                                                 | 33          |
| 2.10 Contractor's Personnel .....                                                    | 34          |
| 2.11 Performance/Invoicing .....                                                     | 35          |
| 3.0 SCOPE OF WORK.....                                                               | 37          |
| 3.1 Scope of Work Overview.....                                                      | 37          |
| 3.2 General Specifications .....                                                     | 37          |
| 3.3 Applicable Laws and Standards .....                                              | 38          |
| 3.4 Work Hours.....                                                                  | 38          |
| 3.5 Operational Testing.....                                                         | 39          |
| 3.6 Repairs .....                                                                    | 39          |
| 3.7 Contractor's Performance Requirements .....                                      | 41          |
| 3.8 Contractor Provided Materials.....                                               | 41          |
| 3.9 Warranty .....                                                                   | 42          |
| 3.10 Items Provided by The Aviation Authority.....                                   | 42          |
| 3.11 Use of Premises .....                                                           | 43          |

|            |                                                                                                                                                    |           |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 3.12       | Materials Disposal.....                                                                                                                            | 43        |
| 3.13       | Safety And Protection .....                                                                                                                        | 43        |
| 3.14       | On-Site Communications .....                                                                                                                       | 44        |
| 3.15       | Additional Work.....                                                                                                                               | 44        |
| 3.16       | Exhibit A”– Lift Station Equipment List .....                                                                                                      | 44        |
| <b>4.0</b> | <b>AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS.....</b>                                                                                       | <b>45</b> |
| 4.1        | Intent to Award-Appeal.....                                                                                                                        | 46        |
| 4.2        | Awards.....                                                                                                                                        | 46        |
| 4.3        | Additional Terms & Conditions .....                                                                                                                | 46        |
| 4.4        | Procurement Contracts With Other Governmental Entities.....                                                                                        | 46        |
| 4.5        | Lobbying Statement .....                                                                                                                           | 46        |
| 4.6        | Whistle Blower Reporting Line .....                                                                                                                | 47        |
| 4.7        | EEO Statement.....                                                                                                                                 | 47        |
| 4.8        | Federal Fair Labor Standards Act .....                                                                                                             | 48        |
| 4.9        | Occupational Safety And Health Act of 1970.....                                                                                                    | 48        |
| 4.10       | Discounts.....                                                                                                                                     | 48        |
| 4.11       | Pricing.....                                                                                                                                       | 48        |
| 4.12       | Incurred Cost .....                                                                                                                                | 48        |
| 4.13       | Taxes.....                                                                                                                                         | 48        |
| 4.14       | Errors.....                                                                                                                                        | 49        |
| 4.15       | Silence of Specifications .....                                                                                                                    | 49        |
| 4.16       | Assignment.....                                                                                                                                    | 49        |
| 4.17       | Indemnification.....                                                                                                                               | 49        |
| 4.18       | Patents and Royalties .....                                                                                                                        | 50        |
| 4.19       | Software License to Contractor.....                                                                                                                | 51        |
| 4.20       | Warranty Against Infringement of Intellectual Property.....                                                                                        | 51        |
| 4.21       | Optional Ownership of Work Product .....                                                                                                           | 52        |
| 4.22       | Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)..... | 52        |
| 4.23       | Training.....                                                                                                                                      | 53        |
| 4.24       | Acceptance.....                                                                                                                                    | 53        |
| 4.25       | Safety Warranty .....                                                                                                                              | 53        |
| 4.26       | Warranty .....                                                                                                                                     | 53        |
| 4.27       | Conflict of Interest.....                                                                                                                          | 54        |
| 4.28       | Drug-Free Workplace.....                                                                                                                           | 54        |
| 4.29       | Discriminatory Vendor List .....                                                                                                                   | 54        |
| 4.30       | Public Entity Crimes .....                                                                                                                         | 54        |
| 4.31       | Scrutinized Companies .....                                                                                                                        | 54        |
| 4.32       | Licenses and Certifications .....                                                                                                                  | 55        |
| 4.33       | Subcontractors.....                                                                                                                                | 55        |
| 4.34       | Verbal Instructions .....                                                                                                                          | 56        |
| 4.35       | Litigation Venue .....                                                                                                                             | 56        |
| 4.36       | Addition, Deletion, or Modification of Services .....                                                                                              | 56        |
| 4.37       | Operation During Dispute.....                                                                                                                      | 57        |
| 4.38       | Funding.....                                                                                                                                       | 57        |
| 4.39       | Federal Funding Limitation If Applicable .....                                                                                                     | 57        |
| 4.40       | Contract Termination .....                                                                                                                         | 57        |
| 4.41       | Contractor Responsibilities .....                                                                                                                  | 58        |
| 4.42       | Supervision of Contract Performance.....                                                                                                           | 58        |
| 4.43       | Monitoring of Work.....                                                                                                                            | 59        |
| 4.44       | Prompt Payment .....                                                                                                                               | 59        |

|            |                                                                                          |           |
|------------|------------------------------------------------------------------------------------------|-----------|
| 4.45       | Right To Audit Records.....                                                              | 60        |
| 4.46       | Copying Documents.....                                                                   | 60        |
| 4.47       | Florida Public Records Law .....                                                         | 60        |
| 4.48       | Federal Compliance Provisions.....                                                       | 61        |
| 4.49       | Federal Emergency Management Agency (FEMA) Contract Requirements.....                    | 65        |
| 4.50       | Additional FEMA Requirements.....                                                        | 65        |
| <b>5.0</b> | <b>CONTRACT .....</b>                                                                    | <b>67</b> |
| 5.1.       | Contract Instructions .....                                                              | 67        |
| 5.2.       | Contract.....                                                                            | 68        |
| <b>6.0</b> | <b>RESPONSE SUBMITTALS/ ATTACHMENTS.....</b>                                             | <b>70</b> |
| 6.1        | Response Submittals .....                                                                | 70        |
| 1.         | Respondent's Certification.....                                                          | 71        |
| 2.         | Respondent's Questionnaire .....                                                         | 72        |
| 3.         | Conflict of Interest Disclosure Form.....                                                | 74        |
| 4.         | Certification Regarding Prohibition Against Contracting with Scrutinized Companies ..... | 75        |
| 5.         | E-Verification Certification Form .....                                                  | 76        |
| 6.         | Current W9.....                                                                          | 77        |
| 7.         | Proof of Insurance .....                                                                 | 77        |

### **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 (ADA) Act or Section 86.26, Florida Statutes, should contact the Aviation Authority's ADA Coordinator at 407-825-2006 as soon as possible, at least one full business day prior to any scheduled meeting.**

### **Responsible Vendor Determination**

**Respondent is 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.**

## **Contract**

This Agreement/Contract is made and entered into effective as of Oct 28, 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 **CENTRAL FLORIDA PUMP**, hereinafter called Contractor.

**WITNESSETH**, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing Contract 24-466-IFB, Lift Station Preventative Maintenance Services** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Price Pages, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Solicitation, each of which are incorporated herein by this reference.

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

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

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

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

**Insurance Revision:** The Contract's Insurance Requirement for the Automobile Liability in the amount of Five Million Dollars is waived. Contractor shall provide a copy of its existing coverage. Contractor shall be escorted by the Aviation Authority personnel at all times when performing services for any and all repairs throughout the Contract term.

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

**“AVIATION AUTHORITY”**  
**GREATER ORLANDO AVIATION AUTHORITY**

By:  box SIGN 4KL67561-1XPRKPRP

Title: CEO Designee

Date: Oct 28, 2024

**“CONTRACTOR”**  
**CENTRAL FLORIDA PUMP**

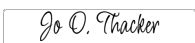
By:  box SIGN 1JVVZJ81-1XPRKPRP

Title: owner

Date: Oct 21, 2024

**APPROVED AS TO FORM AND LEGALITY**  
For the use and reliance of the Greater Orlando  
Aviation Authority, only.

Name of Law Firm: Nelson Mullins Riley & Scarborough LLP

By:  box SIGN 1B6BP9LP-1XPRKPRP

Date: Oct 22, 2024

**Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services**

The Contractor acknowledges the following: Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13). Contractor shall complete the attached affidavit **“Nongovernmental Entity Declaration Regarding the Use of Coercion for Labor and Services”**.

**ATTACHMENT**  
**GREATER ORLANDO AVIATION AUTHORITY**  
**Nongovernmental Entity Declaration Regarding**  
**the Use of Coercion for Labor and Services**

Nongovernmental Entity's Name: CENTRAL FLORIDA PUMP LLC.

Nongovernmental Entity's FEIN: 84-4439426

Authorized Officer or  
Representative Name and Title:  owner

Nongovernmental Entity's Address: 2576 Enterprise rd. suite 255

City: orange city State: FL ZIP: 32763

Phone Number: 3054390202 Email Address: centralfloridapump@icloud.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity, as defined in section 287.138(1), Florida Statutes, to provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The Greater Orlando Aviation Authority is a governmental entity as defined by and for purposes of section 787.06(13).

The nongovernmental entity identified above does not, pursuant to section 787.06(2)(a):

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine, or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

By: :   
Authorized Officer or Representative for Nongovernmental Entity

Print Name and Title: : Phil Semel owner

Date: Oct 21, 2024

| Line Item                             | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total      |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|------------|
| <b>Monthly Preventive Maintenance</b> |                                                                                                           |          |                 |           |            |
| 1                                     | Lift Station 1 - Gate E-31 Guard Shack,                                                                   | 12       | Month           | \$50.00   | \$600.00   |
| 2                                     | Lift Station 2 - East ARFF                                                                                | 12       | Month           | \$50.00   | \$600.00   |
| 3                                     | Lift Station 3 - Dual Pumps Forced to Lift Sation at Centerfield ARFF,                                    | 12       | Month           | \$50.00   | \$600.00   |
| 4                                     | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF                   | 12       | Month           | \$50.00   | \$600.00   |
| 5                                     | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station                    | 12       | Month           | \$50.00   | \$600.00   |
| 6                                     | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$50.00   | \$600.00   |
| 7                                     | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$50.00   | \$600.00   |
| 8                                     | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity                                             | 12       | Month           | \$50.00   | \$600.00   |
| 9                                     | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity                                   | 12       | Month           | \$50.00   | \$600.00   |
| 10                                    | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field,                                      | 12       | Month           | \$50.00   | \$600.00   |
| <b>Hourly Rates- Year 1</b>           |                                                                                                           |          |                 |           |            |
| 11                                    | Standard Labor Rate Per Hour                                                                              | 40       | Hours           | \$100.00  | \$4,000.00 |
| 12                                    | Emergency Labor Rate Per Hour                                                                             | 10       | Hours           | \$175.00  | \$1,750.00 |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total       |
|-----------|-------------|----------|-----------------|-----------|-------------|
| TOTAL     |             |          |                 |           | \$11,750.00 |

#### MARK-UP %

| Line Item        | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total       |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|-------------|
| Mark-up % Year 1 |                                                                                                                                                                                                                                                              |          |                 |             |             |
| 13               | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided                                                                                                                                                  | 1        | Dollars         | \$50,000.00 | \$50,000.00 |
| 14               | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$10,000.00 | \$10,000.00 |
| TOTAL            |                                                                                                                                                                                                                                                              |          |                 |             | \$60,000.00 |

#### PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 2

| Line Item                      | Description                                                            | Quantity | Unit of Measure | Unit Cost | Total    |
|--------------------------------|------------------------------------------------------------------------|----------|-----------------|-----------|----------|
| Monthly Preventive Maintenance |                                                                        |          |                 |           |          |
| 1                              | Lift Station 1 - Gate E-31 Guard Shack                                 | 12       | Month           | \$50.00   | \$600.00 |
| 2                              | Lift Station 2 - East ARFF                                             | 12       | Month           | \$50.00   | \$600.00 |
| 3                              | Lift Station 3 - Dual Pumps Forced to Lift Station at Centerfield ARFF | 12       | Month           | \$50.00   | \$600.00 |

| Line Item                   | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total              |
|-----------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|--------------------|
| 4                           | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF,                  | 12       | Month           | \$50.00   | \$600.00           |
| 5                           | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station                    | 12       | Month           | \$50.00   | \$600.00           |
| 6                           | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$50.00   | \$600.00           |
| 7                           | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$50.00   | \$600.00           |
| 8                           | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity                                             | 12       | Month           | \$50.00   | \$600.00           |
| 9                           | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity                                   | 12       | Month           | \$50.00   | \$600.00           |
| 10                          | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field                                       | 12       | Month           | \$50.00   | \$600.00           |
| <b>Hourly Rates- Year 2</b> |                                                                                                           |          |                 |           |                    |
| 11                          | Standard Labor Rate Per Hour                                                                              | 40       | Hours           | \$100.00  | \$4,000.00         |
| 12                          | Emergency Labor Rate Per Hour                                                                             | 10       | Hours           | \$175.00  | \$1,750.00         |
| <b>TOTAL</b>                |                                                                                                           |          |                 |           | <b>\$11,750.00</b> |

**MARK-UP %**

| Line Item                 | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------------|
| <b>Mark-up % - Year 2</b> |                                                                                                                                                                                                                                                              |          |                 |             |                    |
| 13                        | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided                                                                                                                                                  | 1        | Dollars         | \$50,000.00 | \$50,000.00        |
| 14                        | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$10,000.00 | \$10,000.00        |
| <b>TOTAL</b>              |                                                                                                                                                                                                                                                              |          |                 |             | <b>\$60,000.00</b> |

**PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 3**

| Line Item                             | Description                                                                             | Quantity | Unit of Measure | Unit Cost | Total    |
|---------------------------------------|-----------------------------------------------------------------------------------------|----------|-----------------|-----------|----------|
| <b>Monthly Presentive Maintenance</b> |                                                                                         |          |                 |           |          |
| 1                                     | Lift Station 1 - Gate E-31 Guard Shack                                                  | 12       | Month           | \$55.00   | \$660.00 |
| 2                                     | Lift Station 2 - East ARFF                                                              | 12       | Month           | \$55.00   | \$660.00 |
| 3                                     | Lift Station 3 - Dual Pumps Forced to Lift Sation at Centerfield ARFF                   | 12       | Month           | \$55.00   | \$660.00 |
| 4                                     | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF | 12       | Month           | \$55.00   | \$660.00 |
| 5                                     | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station  | 12       | Month           | \$55.00   | \$660.00 |

| Line Item                    | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total              |
|------------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|--------------------|
| 6                            | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$55.00   | \$660.00           |
| 7                            | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$55.00   | \$660.00           |
| 8                            | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity                                             | 12       | Month           | \$55.00   | \$660.00           |
| 9                            | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity                                   | 12       | Month           | \$55.00   | \$660.00           |
| 10                           | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field                                       | 12       | Month           | \$55.00   | \$660.00           |
| <b>Hourly Rates - Year 3</b> |                                                                                                           |          |                 |           |                    |
| 11                           | Standard Labor Rate Per Hour                                                                              | 40       | Hours           | \$120.00  | \$4,800.00         |
| 12                           | Emergency Labor Rate Per Hour                                                                             | 10       | Hours           | \$195.00  | \$1,950.00         |
| <b>TOTAL</b>                 |                                                                                                           |          |                 |           | <b>\$13,350.00</b> |

#### MARK-UP %

| Line Item                 | Description                                                                                                 | Quantity | Unit of Measure | Unit Cost   | Total       |
|---------------------------|-------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|-------------|
| <b>Mark-up % - Year 3</b> |                                                                                                             |          |                 |             |             |
| 13                        | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided | 1        | Dollars         | \$50,000.00 | \$50,000.00 |

| Line Item    | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total              |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------------|
| 14           | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$12,500.00 | \$12,500.00        |
| <b>TOTAL</b> |                                                                                                                                                                                                                                                              |          |                 |             | <b>\$62,500.00</b> |

**PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 4**

| Line Item                             | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total    |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|----------|
| <b>Monthly Preventive Maintenance</b> |                                                                                                           |          |                 |           |          |
| 1                                     | Lift Station 1 - Gate E-31 Guard Shack                                                                    | 12       | Month           | \$55.00   | \$660.00 |
| 2                                     | Lift Station 2 - East ARFF                                                                                | 12       | Month           | \$55.00   | \$660.00 |
| 3                                     | Lift Station 3 - Dual Pumps Forced to Lift Station at Centerfield ARFF                                    | 12       | Month           | \$55.00   | \$660.00 |
| 4                                     | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF                   | 12       | Month           | \$55.00   | \$660.00 |
| 5                                     | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station                    | 12       | Month           | \$55.00   | \$660.00 |
| 6                                     | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$55.00   | \$660.00 |
| 7                                     | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$55.00   | \$660.00 |

| Line Item                   | Description                                                             | Quantity | Unit of Measure | Unit Cost | Total              |
|-----------------------------|-------------------------------------------------------------------------|----------|-----------------|-----------|--------------------|
| 8                           | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity           | 12       | Month           | \$55.00   | \$660.00           |
| 9                           | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity | 12       | Month           | \$55.00   | \$660.00           |
| 10                          | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field     | 12       | Month           | \$55.00   | \$660.00           |
| <b>Hourly Rates- Year 4</b> |                                                                         |          |                 |           |                    |
| 11                          | Standard Labor Rate Per Hour                                            | 40       | Hours           | \$120.00  | \$4,800.00         |
| 12                          | Emergency Labor Rate Per Hour                                           | 10       | Hours           | \$195.00  | \$1,950.00         |
| <b>TOTAL</b>                |                                                                         |          |                 |           | <b>\$13,350.00</b> |

#### MARK-UP %

| Line Item                 | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------------|
| <b>Mark-up % - Year 4</b> |                                                                                                                                                                                                                                                              |          |                 |             |                    |
| 13                        | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided                                                                                                                                                  | 1        | Dollars         | \$50,000.00 | \$50,000.00        |
| 14                        | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$12,500.00 | \$12,500.00        |
| <b>TOTAL</b>              |                                                                                                                                                                                                                                                              |          |                 |             | <b>\$62,500.00</b> |

**PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 5**

| Line Item                               | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total      |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|------------|
| <b>Monthly Preventative Maintenance</b> |                                                                                                           |          |                 |           |            |
| 1                                       | Lift Station 1 - Gate E-31 Guard Shack                                                                    | 12       | Month           | \$60.00   | \$720.00   |
| 2                                       | Lift Station 2 - East ARFF                                                                                | 12       | Month           | \$60.00   | \$720.00   |
| 3                                       | Lift Station 3 - Dual Pumps Forced to Lift Station at Centerfield ARFF                                    | 12       | Month           | \$60.00   | \$720.00   |
| 4                                       | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF                   | 12       | Month           | \$60.00   | \$720.00   |
| 5                                       | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station                    | 12       | Month           | \$60.00   | \$720.00   |
| 6                                       | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$60.00   | \$720.00   |
| 7                                       | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$60.00   | \$720.00   |
| 8                                       | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity                                             | 12       | Month           | \$60.00   | \$720.00   |
| 9                                       | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity                                   | 12       | Month           | \$60.00   | \$720.00   |
| 10                                      | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field                                       | 12       | Month           | \$60.00   | \$720.00   |
| <b>Hourly Rates- Year 5</b>             |                                                                                                           |          |                 |           |            |
| 11                                      | Standard Labor Rate Per Hour                                                                              | 40       | Hours           | \$130.00  | \$5,200.00 |

| Line Item    | Description                   | Quantity | Unit of Measure | Unit Cost | Total              |
|--------------|-------------------------------|----------|-----------------|-----------|--------------------|
| 12           | Emergency Labor Rate Per Hour | 10       | Hours           | \$205.00  | \$2,050.00         |
| <b>TOTAL</b> |                               |          |                 |           | <b>\$14,450.00</b> |

#### MARK-UP %

| Line Item                 | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------------|
| <b>Mark-up % - Year 5</b> |                                                                                                                                                                                                                                                              |          |                 |             |                    |
| 13                        | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided                                                                                                                                                  | 1        | Dollars         | \$50,000.00 | \$50,000.00        |
| 14                        | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$12,500.00 | \$12,500.00        |
| <b>TOTAL</b>              |                                                                                                                                                                                                                                                              |          |                 |             | <b>\$62,500.00</b> |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2024

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).

|                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                |               |
|--------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Empire Insurance Group Inc<br>3256 W. Lake Mary Blvd.<br>Suite 1100<br>Lake Mary FL 32746 | <b>CONTACT NAME:</b> Jill Pittman<br><b>PHONE (A/C, No, Ext):</b> (407) 622-6222<br><b>E-MAIL ADDRESS:</b> Jill@empirefl.com<br><b>FAX (A/C, No):</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Penn-America Insurance Company<br><b>INSURER B:</b> Benchmark Insurance Co.<br><b>INSURER C:</b> Mt Hawley insurance Company<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> | <b>NAIC #</b> |
| <b>INSURED</b><br>Central Florida Pump LLC<br>2578 Enterprise Road #255<br>Orange City FL 32763              |                                                                                                                                                                                                                                                                                                                                                                                                                |               |

**COVERAGES****CERTIFICATE NUMBER:** 1235486-9**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        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | PAV0369672    | 4/6/2024                | 4/6/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                               |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                          |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                            | X         |          | APP71819178   | 04/06/2024              | 04/06/2025              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000                                                                                                                                                                                   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                         | N/A       |          | SIWC215960-02 | 5/22/2024               | 5/22/2025               | PER STATUTE OTHER<br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>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)

Greater Orlando Aviation Authority is additional insured as listed in columns above

The Certificate of Insurance (COI) will need to have Greater Orlando Aviation Authority as the certificate holder and the additional Insured for Commercial General Liability, Automobile Liability and Proof of Workers Comp.

**CERTIFICATE HOLDER****CANCELLATION**

Additional Insured:  
Greater Orlando Aviation Authority

5855 Cargo Rd  
Orlando

FL 32827

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

AUTHORIZED REPRESENTATIVE

Jill D Pittman



**GREATER ORLANDO AVIATION AUTHORITY**

*Innovation Connecting the World*

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## **INVITATION FOR BIDS**

**24-466-IFB**

### **LIFT STATION PREVENTATIVE MAINTENANCE SERVICES**

## 1.0 GENERAL INFORMATION

### 1.1 Tentative Schedule

|                                       |                             |
|---------------------------------------|-----------------------------|
| Release Date:                         | April 14, 2024              |
| Deadline for submission of questions: | April 28, 2024 5:00 pm EST. |
| Release of Addendum:                  | May 7, 2024 5am EST         |
| Deadline for return of Solicitation:  | May 14, 2024 11:00 am EST   |
| Procurement Committee Meeting:        | June 4, 2024                |
| Aviation Authority Board Meeting:     | June 19, 2024               |

\*Sunshine Meeting schedules are posted weekly on the Aviation Authority website.

### 1.2 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed Solicitations from qualified Respondents to provide **Lift Station Preventative Maintenance Services**, at the Orlando International Airport. The awarded Contractor must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.

### 1.3 Solicitation Information

- a. Sealed electronic responses will be received for this solicitation through the Greater Orlando Aviation Authority e-Procurement Portal located at <https://procurement.opengov.com/portal/goaa>. By way of the e-Procurement Portal, 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 portal shall be rejected as non-responsive regardless of where received.**
- c. **The Aviation Authority shall not be responsible for delays caused by any occurrence, including as a result of a technology issue. Any response received late shall not be accepted.**
- d. The time/date stamp clock located in the electronic submittal portal 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 30 days after the solicitation opening or upon recommendation for award, whichever occurs first.

#### 1.4 **Submitting Questions and Receiving Responses**

Respondents shall submit all inquiries regarding this Solicitation via the e-Procurement Portal, <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 the Procurement Department determines that it is necessary to change these dates or times prior to the Solicitation due date, the change will be announced via an addendum and posted on the e-Procurement Portal.
- b. All prospective Respondents shall thoroughly examine and become familiar with the Solicitation package and carefully note the items which must be submitted with the Solicitation as detailed in **Section 6, Submittals**.
- c. 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.
- d. **Unless otherwise noted, Respondents shall submit *one Response only*.**
- e. Respondent's Solicitation prices shall remain firm for the duration of the Contract Term. Any anticipated increases in Respondent's costs during the term of the Contract must be reflected in its prices set forth in its Response.
- f. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Respondent's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Respondent's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Respondent's prices listed in its Response.

#### 1.5 **Communications; Questions Regarding Specifications or Solicitation Process**

- a. All communication and contact regarding this solicitation shall be directed to the Procurement Agent via the e-Procurement Portal,

<https://procurement.opengov.com/portal/goaa>.

- b. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.
- c. In accordance with the above-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Aviation Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Respondent or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

#### **1.6 Contract Period**

The Contract period will be for **60 months** with the Contract to commence on or about **November 1, 2024**.

#### **1.7 Price Escalation/De-Escalation (CPI)**

- a. The original contract prices shall be firm for the five year contract period. A price escalation/de-escalation **may be** considered after **the 3<sup>rd</sup> 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 60 days prior to the contract's anniversary date.
- b. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at [www.bls.gov](http://www.bls.gov).
- c. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. 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%         |

- d. 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 Services Department.
- e. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 3%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.
- f. All price adjustments must be accepted by the Vice President of Procurement Services, 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.
- g. 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 Services Department of price decreases in the method outlined above.
- h. 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.

## **1.8 Notice of Intent to Award Contract**

Unless all Solicitations are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within 90 days from the opening of Solicitations to the responsible and responsive Respondent submitting the low Response.

In the event of tie Responses, the Aviation Authority reserves the right to determine the successful Respondent by the method approved by the Aviation Authority in its Policies and Procedures. Respondents involved will be given notice of the time

and place the determination is made. For all procurements, the Aviation Authority reserves the right to reject any or all Solicitations and to cancel the procurement or to solicit new Solicitations.

## **1.9 Public Meetings/Public Records**

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

## **1.10 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.

### **Insurance Revision**

**The Contract's Insurance Requirement for the Automobile Liability in the amount of Five Million Dollars is waived. Contractor shall provide a copy of its existing coverage. Contractor shall be escorted by the Aviation Authority personnel at all times when performing services for any and all repairs throughout the Contract term.**

## **2.0 SPECIAL CONDITIONS**

### **2.1 Minimum Requirements**

Responses will be considered only from Respondents which are regularly engaged in the business as described in this Solicitation package.

- a. Respondent must have been in operation a minimum of five (5) consecutive years within the last ten (10) years. The Respondent's normal business activity during this time will have been for providing the maintenance, repair and inspections of Lift Stations and equipment described in Section 3.0 Scope of Work.
- b. Provide Proof of insurance as outlined in Section 2.5.
- c. Respondents that do not meet the requirements listed as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.

### **2.2 References**

- a. Respondents shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed. A minimum of three (3) references must demonstrate experience and satisfactory performance in providing the services for governmental agencies or commercial firms. The Aviation Authority may be listed as one reference.
- b. Provide a brief description of similar work satisfactorily completed with location, dates of contract, names, email, and telephone numbers of owners by completing the attached reference sheets. Failure of references listed to respond to the Aviation Authority's inquiries may negatively impact the responsibility of the Respondent.
- c. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes.
- d. The Aviation Authority reserves the right to reject any Response if the evidence submitted by or investigation of such Contractor or its Subcontractors, fails to satisfy the Aviation Authority that such Contractor is a responsive and responsible Contractor in accordance with the criteria set forth herein.

### **2.3 Evaluation of Award**

- a. The Aviation Authority reserves the right to award the Solicitation to the responsive and responsible Respondent who submits the lowest response meeting the minimum requirements and specifications.

- b. For purposes of this solicitation, the determination of the responsive and responsible Respondent submitting the lowest price, the Aviation Authority reserves the right to consider matters such as, but not be limited to
- 1) Total Cost;
  - 2) References. All Respondents are required to submit three (3) references illustrating a minimum of three (3) years' relevant service that are the same or similar in requirements and magnitude of this Solicitation.
  - 3) Meeting the requirements as described in Section 3, Scope of Work/Specifications;
  - 4) Providing all documentation as listed in Section 6, Response Submittals.

## **2.4 Surety Bonds/Letters of Credit/Liability Insurance**

A Surety Bond/Letter of Credit **is not** required for this Contract.

## **2.5 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, 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; 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 **Five Million Dollars (\$5,000,000)** combined single limit per accident;

- 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.**

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. **Pollution/Environmental Liability Insurance.**

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

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

- 1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance 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 Aviation 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 2.5 shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.
- 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 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 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, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.

- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

## **2.6 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. 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 by completing the E-Verification certification, attached to this solicitation.

## **2.7 Identification and Access Requirements**

- a. The 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 the 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 year work history.
- c. The Contractor must confirm the last five years of each employee's work history. Any gaps in employment of 30 days or more during such five year period must be explained in writing by the employee and must be confirmed by the 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. The 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. The Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with the Aviation Authority's guidelines.
- g. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport 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.
- h. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to the Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.
- i. **Fees Associated with Identification Badges and Keys.**

**Fees may be increased by the Aviation Authority at any time during the term of this Contract, upon 30 days' notice.**

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

- k. The 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 the 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, the 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.

## **2.8 Airport Security**

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

## **2.9 Regulations**

- a. 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.
- b. The 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. The 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.

- c. During the performance of this Contract, the 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. The Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

## **2.10 Contractor's Personnel**

- a. Contractor shall provide an adequate number of staff, qualified, trained, experienced and certified in performing services as specified herein.
- b. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- c. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.
- d. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.
- e. The 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.
- f. The Contractor shall transfer promptly from the airport any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

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

## **2.11 Performance/Invoicing**

- a. The Aviation Authority shall, at regular intervals, monitor the performance of the 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. Charges will be for actual hours worked on the Aviation Authority's site when reporting in and out the Central Plant or the Facilities Administration building. Time required for travel to and from the Aviation Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.
- d. The Aviation Authority shall pay the undisputed amount of the Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.

- e. The Contractor shall be obligated to pay promptly all proper charges and costs incurred by the 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 the 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 the Contractor hereunder.
- f. 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.
- g. The Aviation Authority will reimburse the Contractor for reasonable freight and shipping charges incurred with respect to any such reimbursable items, at actual cost, for which parts, materials, equipment rental and other reimbursable items are approved in writing by the Authority in advance of such shipment. The cost of overnight delivery shall be approved in writing in advance by the AAR.
- h. 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](mailto:goaa-ap@goaa.org)

### **3.0 SCOPE OF WORK**

The work under this specification includes providing all labor and parts required for Pump preventive maintenance and repair services to include removal of existing pumps for refurbishment, rehabilitation and/or rebuilding, then reinstallation and alignment. The intent of this Solicitation is to obtain services of to perform Pump repairs, and maintenance on an "as needed" basis for a period that is stated below. For the Equipment listed on Exhibit A.

#### **3.1 Scope of Work Overview**

- a. The successful Contractor shall provide all labor, materials and equipment required to complete all assigned jobs. Contractor shall be able to start all non-emergency services with five (5) working days after notification from the Aviation Authority.
- b. The Contractor shall have thorough knowledge of water and wastewater systems to include sanitary sewer lift stations as well as the different components associated with the Pump equipment. The Contractor shall complete each non-emergency job within the time specified in their project estimate.
- c. The Contractor should provide, parts, supervision, materials, miscellaneous supplies, consumables, equipment, tools, transportation, and all other items necessary to perform services. Contractors will need to inspect proper function of pumps, floats, and/or sensors if applicable. Also remove or replace pumps and floats as needed. Clean stations inside pit and surrounding area. Inspect control panel and replace as needed. Visit site to check station operation, check level controls, verify pumps operation (manual and automatic), spray controls to protect against corrosion. Also inspect impellers, packing, seals, electrical cables, running amperes, insulation oil, and outflow pressure.
- d. For each piece of equipment listed on Attachment A, the Contractor shall perform a monthly inspection. During this monthly inspection the Contractor shall perform routine maintenance, and all preventative maintenance following the manufacturer's recommendations including pump controllers, telemetry system, piping conditioning and configuration, water level sensors, wet well condition, external pumps, amperage, voltage, pipe servicing, discharge piping, inline grinders associated with sanitary waste stream.

#### **3.2 General Specifications**

The following are representative services, which may be required. This is not an all- inclusive list.

- a. The Contractor must have full-service trucks stocked with tools, rigging equipment and parts for Onsite Repair Services.
- b. Provide repair shop services and must be able to repair all pump types and

models. Once pump is removed and in the machine shop, a detailed disassembly report with pictures including reasons for failure and solutions for extending the life of the pumps is to be delivered.

- c. The Contractor must provide impeller trimming, impeller balance, bearing protection, coating application to pump's wearable parts, in addition to other relevant services.
- d. Provide machine shop services. Work in the machine shop must be able to machine new parts and/or reverse engineer and machine existing parts, provide new parts, new pump sleeves, shaft, and custom parts to OEM specifications of the pump.
- e. Prepare pump and/or part for application of coating, apply coatings (including for protection of concrete and metal abrasion, corrosion, chemical corrosion or erosion).

### **3.3 Applicable Laws and Standards**

The Contractor must comply with the following laws and standards:

- a. All City, State and Federal laws, building codes, accepted industry standards, and best workmanship practices in all tasks performed.
- b. Occupational Safety and Health Act (OSHA)
- c. American Society for Testing and Materials (ASTM)
- d. National Fire Protection Association (NFPA)
- e. National Electrical Code, latest editions (NEC)
- f. Federal Aviation Administration (FAA) Security Mandates

### **3.4 Work Hours**

- a. Standard Work Hours - The Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours.
- b. Response Time To Emergency Call Services - Contractor shall physically respond to emergency call services within two hours of notification if any of Contractor's technicians are on site.
- c. Non-Standard Work Hours – The Contractor may arrange to perform work during non-standard work hours with prior written approval of the AAR.

Contractor shall advise the AAR 48 hours in advance of its projected work schedule.

- d. The Aviation Authority Holiday Work - The Contractor shall perform no work during weekends or the Aviation Authority holidays, without the prior permission of the AAR. The Contractor shall give the Aviation Authority sufficient advance notice to request working on such holidays or during non-standard hours to allow the Aviation Authority to assess the impact that such activities would have on the area's normal scheduled operations.
- e. Emergency Conditions - In the event an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Chief Operating Officer, Vice-President of Facilities or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority.
- f. Check-In with Central Plant - The Contractor's personnel shall, upon arrival, check-in with the Central Plant Operator (Operator) at 407-825-4000, and as well as advise the AAR of their arrival and where they will be working and which lift stations they will be working on. Upon completion of the work, the Contractor's personnel shall check-out with the Operator and AAR.
- g. Reimbursable Charges – Charges will be for actual hours worked on the Aviation Authority's site when reporting in and out of the Central Plant. Contractors invoice time must match the Contractors sign in/out log in Central Plant. Time required for travel to and from the Aviation Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.

### **3.5 Operational Testing**

- a. Test operation of Lift Station, using a load if possible. Note: If ramp holds and does not creep when load is applied or removed, adjust as necessary.
- b. Check manual operation, power disengagement, etc.

### **3.6 Repairs**

- a. Estimates, Contractor shall provide "not to exceed" estimates on all projects except on emergencies. This estimate shall include the estimated number of hours, hourly rate, number of types of employees required, estimated material cost and number of calendar days required for project completion. Contract shall respond to a request for estimated non-emergency work within two days and provide written estimates within five days. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates., the Contractor shall submit all repair estimates to the AAR for review, acceptance, and scheduling.
- b. No repairs shall be performed without the written approval of the AAR.

- c. Approved repairs shall be performed at the times and on the days as agreed to by the AAR.
- d. All damaged and/or replaced parts shall be retained for inspection by the AAR after the repair has been completed. After review by the AAR, the Contractor shall dispose of the parts as directed by the AAR.
- e. If, the Contractor submits a repair estimate that exceeds Five Thousand Dollars or in place of a repair estimate, recommends that the lift station be replaced in part or in its entirety, the AAR will review the estimate/recommendation with the Procurement Manager to determine how the estimate/recommendation will be processed.
- f. The Aviation Authority reserves the right to specify the equipment and scope of work associated with any such partial or complete replacement.
- g. The Aviation Authority may authorize the Contractor to perform the replacement work; however, the Aviation Authority reserves the right to compete the requirements for any partial or complete replacement services in the open market at its sole discretion.
- h. In the event that the Contractor utilizes a subcontractor to perform a portion of any partial or complete replacement services authorized by the Aviation Authority, the Contractor shall invoice the Aviation Authority at the actual cost of the subcontracted services plus the same markup as provided in the Solicitation Documents by the Contractor for repair parts and components.
- i. Emergency Maintenance In this case, it is defined as when an unscheduled failure of a system or piece of equipment such as noted above could have a severe or catastrophic effect. Examples of emergencies would be in the case of sewer lift Station and treatment plant accidental discharges to streams, backups into homes or business, or loss or destruction of equipment.
- j. Call Back Services. Upon written notice from the Aviation Authority the Contractor must, without charge, promptly and properly replace any and all improper work and material that may become apparent within a one-year period from the date of acceptance by the Aviation Authority. Call back service for previous repairs or maintenance will be on a twenty-four hour seven days a week basis at no additional cost to the Aviation Authority and response time will be within twenty-four hour for non-emergencies.

k. Response Clarification

- 1) Maintenance Work is typically performed on-site to extend the life of the pump.
- 2) Repair Work is reactive work after pump failure that typically requires pump breakdown and sometime of off-site Machine Shop Service.
- 3) Emergency Repair Work requires fast response and expedited completion and delivery of work.

**3.7 Contractor's Performance Requirements**

- a. The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications.
- b. 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. The work performed by the Contractor shall include but is not limited to,:
  - 1) An Initial Condition Inspection of all Lift Stations.
  - 2) Scheduled Inspections, inclusive of cleaning (as necessary), removal of dirt and trash, lubrication (as necessary), adjustment(s), re-packing of hydraulic units (as necessary), and
  - 3) Operational testing, on a schedule approved by the AAR, who may be reached at (407) 825-2685.
- c. In addition, if requested by the AAR, the Contractor shall provide labor and parts associated with partial or complete Lift Station repair or replacements. Such replacement work will be accomplished as described in this Section of the Specification.
- d. The Equipment listed on Exhibit "A" may be modified, removed or expanded by the Aviation Authority at any time during the term of the Contract. The Aviation Authority may also add new Lift Stations to the scope of this Contract at any time during the Contract term. Any such changes shall be documented in writing by the AAR.
- e. Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with AAR.
- 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.

**3.8 Contractor Provided Materials**

- a. In order to carry out its obligations under this Contract, Contractor shall maintain and provide parts, materials, cleaning and lubrication supplies, tools, manufacturer's instructions and manuals, and any other equipment as necessary for the preventative maintenance and inspection of Lift Stations covered by this Contract.
- b. The Contractor shall provide any and all parts necessary for approved repair work that is outside of the scope of this Contract. For work to be performed that is outside of the scope of this Contract, a written quote must be presented to the AAR and approved prior to performing the repairs. The amount quoted shall be determined by the hourly rates and the mark up for parts, materials and equipment rental set forth in the Pricing Pages and the actual cost of parts.
- c. The Aviation Authority will reimburse the Contractor for freight and shipping charges incurred when obtaining repair parts and components for reimbursable items needed for maintenance/repair of the equipment listed on Exhibit "A"; however, the cost of expedited delivery must be approved in advance by the AAR. A copy of the original receipt for purchase of parts or components shall be submitted with the invoice.
- d. All repair, replacement and obsolete parts shall be new Original Equipment Manufacturer ("OEM") parts. In the event that a part has been deemed obsolete by the manufacturer, the Contractor may substitute a third party part of the same or higher quality with written permission of AAR.

### **3.9 Warranty**

- a. The Contractor shall provide an Operation, Parts and Service Labor Warranty for a period of not less than twelve months after acceptance of all maintenance, repair, and/or replacement work. This warranty shall not serve as a limitation on the Contractor's liability for latent defects in parts or workmanship, or any limitation with respect to the Contractor's maintenance, repair, and/or replacement obligations as set forth in the Specifications.
- b. If it is determined that any maintenance or repair work should be repeated as a result of Contractor not performing satisfactorily, the Contractor shall bear all costs, including, but not limited to, an independent diagnosis or confirmation of the problem, if necessary.
- c. Upon request, a copy of all manufacturers' warranties shall be provided to the AAR for any and all bench stock, parts or inventory installed and/or placed into use by the Contractor in the performance of these services.

### **3.10 Items Provided by The Aviation Authority**

- a. Staging area, if required, shall be provided by the Aviation Authority, in which to store, stock or stage its supplies and equipment used in the performance of this Contract. The staging area will be determined prior to the execution of any

work. Contractor shall provide sufficient insurance coverage for all of its supplies and equipment stored at the Aviation Authority's designated staging site. Contractor, at its sole cost and expense, shall keep any staging area provided by the Aviation Authority in a safe, clean and well maintained condition, and in accordance with all legal requirements, including, but not limited to, OSHA, the FAA, the Aviation Authority, or other applicable governing agency.

- b. Parking privileges in the Aviation Authority's employee parking lot or any additional parking privileges as the Aviation Authority, in its sole discretion, may determine are necessary for the Contractor's service vehicles.
- c. The Aviation Authority will provide utility services, excluding telephone, generally available on the premises and required by the Contractor to perform the work specified herein.

### **3.11 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.

### **3.12 Materials Disposal**

Contractor shall comply with all applicable federal, state and local laws, regulations, administrative rulings, orders, ordinances, and requirements, and the Aviation Authority Sustainability Management Plan, pertaining to the protection of the environment, including but not limited to those regulating the use, storage, handling and disposal of lamps, ballasts, lamps materials] and other hazardous waste materials. Disposal records shall be provided to the Aviation Authority.

### **3.13 Safety And Protection**

- a. 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.
- b. Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended.

- c. Contractor is required to inform all workers and concerned persons of the Safety Data Sheets on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time. Any and all permits shall be submitted and approved by the Aviation Authority prior to any work under this heading is performed.

### **3.14 On-Site Communications**

Communication shall be provided by the Contractor for its on-site manager, supervisor, and/or mechanic/technician, at its sole cost (including any and all maintenance costs),

### **3.15 Additional Work**

Additional Work shall refer to any repairs beyond that specified herein and shall be performed only upon written authorization of the AAR or designee. Additional Work will be invoiced by the Contractor at the hourly rates, parts and markup percentage as provided in its response. .

### **3.16 Exhibit A”– Lift Station Equipment List**

#### **Lift Station 1: Gate E-31 guard shack**

- Motor: LSG202M
- Pump Size: 1 ½ , 2HP
- Pump Type: Grinder
- Pump Quantity: 1
- Company: Liberty

#### **Lift Station 2: South Park Place**

- Motor: EONE
- Pump Size: 1 ½, 5 HP
- Pump Type: Impeller
- Pump Quantity: 1
- Company: N/A

#### **Lift Station 3: Heintzelman**

- Motor: N/A
- Pump Size: 10HP
- Pump Type: Impeller
- Pump Quantity: 2
- Company: N/A

#### **Lift Station 4: Air Side Three 30's Wing**

- Motor: WS2032BF
- Pump Size: 2inch, 2HP
- Pump Type: Impeller

- Pump Quantity: 2
- Company: N/A

**Lift Station 5: Air Side Two 100's Wing Ramp Lvl**

- Motor: AMT576C-95
- Pump Size: 2 inch, 2HP
- Pump Type: Impeller
- Pump Quantity: 1
- Company: N/A

**Lift Station 6: Air Side Two 120's Ramp Lvl**

- Motor: N/A
- Pump Size: 2 inch, 2HP
- Pump Type: Impeller
- Pump Quantity: 2
- Company: N/A

**Lift Station 7: Loading Dock C**

- Motor: Baldor-Reliance
- Pump Size: 3 inch
- Pump Type: Grinder
- Pump Quantity: 2
- Company: N/A

**Lift Station 8: Air Side Four 80's Wing**

- Motor: HOMA ASM 336-200
- Pump Size: 2 inch, 2.8 HP
- Pump Type: Impeller
- Pump Quantity: 2
- Company: N/A

**Lift Station 9: North Cell Lot**

- Motor: HOMA GRR59-1
- Pump Size: 2 inch, 10HP
- Pump Type: Grinder
- Pump Quantity: 2
- Company: N/A

#### **4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS**

##### **4.1 Intent to Award-Appeal**

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

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

##### **4.2 Awards**

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

##### **4.3 Additional Terms & Conditions**

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

##### **4.4 Procurement Contracts With Other Governmental Entities**

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

##### **4.5 Lobbying Statement**

All firms are hereby placed on notice the Aviation Authority Board and staff shall not be contacted about this Solicitation. Firms and their agents are hereby placed on notice that they are not to contact members of the Aviation Authority staff and/or Committee/Board member (with the exception of designated Procurement Agent). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Solicitation and written correspondence concerning Responses may be submitted to the Procurement Department. An appropriate official or employee of the Aviation Authority may initiate communication with a Respondent in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Respondent during the Solicitation process should be submitted in writing to the **The Aviation Authority Annex Building, Procurement Services Department, 5855 Cargo Road, Orlando, FL 32827- 4399**, or via the e-Procurement Platform as directed during the Solicitation process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

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

#### **4.6 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](mailto:GOAA@integritycounts.ca), or through the online reporting form: <https://www.integritycounts.ca> The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

#### **4.7 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.

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

#### **4.9 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.

#### **4.10 Discounts**

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

#### **4.11 Pricing**

All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Aviation Authority under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

#### **4.12 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 this Solicitation are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

#### **4.13 Taxes**

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

#### **4.14 Errors**

In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

#### **4.15 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.

#### **4.16 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.

#### **4.17 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 the 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 the Aviation Authority's negligence or by the joint

negligence of the 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. The 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 the 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 the 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 the 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 the 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 the 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 the 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 the Aviation Authority may have as to any party or person described therein.

#### **4.18 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.

#### **4.19 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 the Contractor, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Contract and any attached work orders or invoices. The Aviation Authority may not use or share this software without permission of the Contractor; however, the Aviation Authority may make copies of the software expressly for backup purposes.

#### **4.20 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 Contract and refund to the Aviation Authority the payments actually made to Contractor under this Contract.

#### **4.21 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 Contract effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.

#### **4.22 Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI)**

In the course of performing the Contract work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data

Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Contract. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

#### **4.23 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.

#### **4.24 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.

#### **4.25 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.

#### **4.26 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.

#### **4.27 Conflict of Interest**

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

#### **4.28 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.

#### **4.29 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.

#### **4.30 Public Entity Crimes**

All Contractors 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 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 \(myflorida.com\)](#)

#### **4.31 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 Contract is for more than \$1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

#### **4.32 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. The successful Contractor is responsible for obtaining all permits necessary to perform the services. The Aviation Authority does not exempt itself from permitting requirements.

#### **4.33 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 and shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.
- c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.
- d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay compensation to the Contractor.
- e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.
- f. If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other Subcontractors that are MWBE and/or LDB certified.

#### **4.34 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.

#### **4.35 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.

#### **4.36 Addition, Deletion, or Modification of Services**

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services of this Contract at any time without cause, and if such right is exercised by the Aviation Authority, the total fee shall be reduced or increased by a prorated basis. If work has already been accomplished on the portion of the Contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Aviation Authority and the Contractor upon completion of such portion.

#### **4.37 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.

#### **4.38 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.

#### **4.39 Federal Funding Limitation If Applicable**

Contractor understands that funds to pay for Contractor's performance under this Contract are anticipated to be made available from the United States Department of Transportation through the Federal Transit Administration (FTA). All funds must be approved and administered by FTA. The Aviation Authority's obligation hereunder is payable from funds that are appropriated and allocated by FTA for the performance of this Contract. If funds are not allocated, or ultimately are disapproved by FTA, The Aviation Authority may terminate or suspend Contractor's services without penalty. The Aviation Authority shall notify Contractor promptly in writing of the non-allocation, delay, or disapproval of funding.

#### **4.40 Contract Termination**

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

##### **a. Termination for Cause**

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

**b. Termination for Convenience of Aviation Authority**

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

**c. Termination for Convenience of Contractor**

Contractor may terminate this Contract by giving at least one hundred eighty (180) days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the end of Termination Date and shall be paid for the services performed through the Termination Date.

**4.41 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/Solicitation.

**4.42 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 Aviation Authority's Chief Executive Officer or the Aviation Authority Board depending on the circumstances.

#### **4.43 Monitoring of Work**

The Contractor shall provide the AAR with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the Contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the Aviation Authority.

#### **4.44 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. The 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 days following receipt of payment from the Aviation Authority if the Aviation Authority makes payment through an electronic funds transfer, and not later than fifteen days from payment by the Aviation Authority if the Aviation Authority makes payment through a paper draft or check. Contractor may not submit to the Aviation Authority for payment any amount based on an invoice of a Subcontractor that Contractor disputes. Contractor shall notify the Aviation Authority promptly of any subcontract/supplier dispute.

#### **4.45 Right To Audit Records**

In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the Aviation Authority, and shall be retained by the Contractor for a period of five (5) years after termination of this Contract—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

#### **4.46 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 the 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 the Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

#### **4.47 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](http://www.orlandoairports.net/publicrecords);, PHONE NUMBER 407.825.2400; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827.** A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract

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

#### **4.48 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 \$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, 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 respond for an award exceeding \$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 \$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**

An 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](http://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.

#### **4.49 Federal Emergency Management Agency (FEMA) Contract Requirements**

In the event of a hurricane, civil disturbance, or other declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless there are circumstances beyond control of the Contractor (roadway damage, etc.). **Cost of the service will be at the standard or non-standard working hours at the discretion of the Aviation Authority.** If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements. <https://www.fema.gov/grants/procurement>

#### **4.50 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 nonfederal 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.

## **5.0 CONTRACT**

### **5.1. Contract Instructions**

- a. 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 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:
  - 1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
  - 2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.
  - 3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having the authority to bind the company.
  - 4) If the Contractor is a sole proprietorship, the owner shall sign the Contract.
- a. If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.
- b. No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

## 5.2. Contract

This Agreement/Contract is made and entered into effective as of \_\_\_\_\_, 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 provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing **Lift Station preventative maintenance services**, performing its obligations under **Procurement Service 24-466-IFB Lift Station Preventative Maintenance Services** at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Price Pages, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Solicitation, each of which are incorporated herein by this reference.

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

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

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

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

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

**“AVIATION AUTHORITY”**  
**GREATER ORLANDO AVIATION AUTHORITY**

By: \_\_\_\_\_

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: \_\_\_\_\_

## 6.0 **RESPONSE SUBMITTALS/ ATTACHMENTS**

Vendors interested in providing the services shall submit their responses via e-Procurement Platform system. Once Vendors register with OpenGov, Vendors will submit their response securely before the solicitation deadline:

<https://procurement.opengov.com/portal/goaa>

By clicking the **PARTICIPATE BUTTON** under the solicitation. Responses submitted on the e-Procurement Platform with OpenGov, the response will remain locked and inaccessible by the Aviation Authority's Procurement Staff until the solicitation deadline.

### 6.1 **Response Submittals**

This Solicitation will be awarded to a responsible, responsive Respondent, qualified by experience to provide the work specified. Failure to submit the below requested information **may result in your Response being determined non-responsive and not considered for award**, be cause for rejection of your Response.

The Respondent shall submit the following information with the Response. It is recommended to use the list below as a checklist for your submittal.

- \_\_\_1. Respondent's Certification Form
- \_\_\_2. Respondent's Questionnaire
  - a) References' Form
  - b) Copies of licenses/certificates
  - c) Resume of Supervisor/Technicians
- \_\_\_3. Conflict of Interest Disclosure Form
- \_\_\_4. Scrutinized Company Certification Form
- \_\_\_5. E-Verification Certification Form
- \_\_\_6. Current W-9
- \_\_\_7. Proof of Insurance

## 1. Respondent's Certification

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

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

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

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

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

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

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

## 2. **Respondent's Questionnaire**

The following questionnaire is to be completed by the Respondent and provided with its submittal.

### A. **Contact Information**

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

### B. **Emergency Contact**

Emergency Contact Person: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### C. **Authorized Signatories**

The Respondent represents that the following persons are authorized to sign Responses, and/or sign Contracts and related documents to which the Respondent will be duly bound. *The Aviation Authority will verify all named signatories on Sunbiz.org.* If the authorized person is not registered on <https://dos.fl.gov/sunbiz/search/>, the Respondent should provide with their submittal proof of authorization.

| Name | Title | Indicate Principal or Authorized Authority |
|------|-------|--------------------------------------------|
|      |       |                                            |
|      |       |                                            |

### D. **Experience**

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

### E. **Contractor's Personnel as Listed In Section 3, Scope Of Work/Specifications**

- a. Provide the Resume of the Assigned Supervisor and Technician.
- b. Copies of licenses/certificates

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

|                                 |
|---------------------------------|
| <b>Ref #1. Customer/Client:</b> |
| Description of Services:        |
|                                 |
| Start and End Date of Contract: |
| Contract Amount:                |
| Street Address:                 |
| City, State, ZIP Code:          |
| Telephone #                     |
| Contact Person:                 |
| Email:                          |

|                                  |
|----------------------------------|
| <b>Ref # 2. Customer/Client:</b> |
| Description of Services:         |
|                                  |
| Start and End Date of Contract:  |
| Contract Amount                  |
| Street Address:                  |
| City, State, ZIP Code:           |
| Telephone #                      |
| Contact Person:                  |
| Email:                           |

|                                 |
|---------------------------------|
| <b>Ref #3. Customer/Client:</b> |
| Description of Services:        |
|                                 |
| Start and End Date of Contract: |
| Contract Amount                 |
| Street Address:                 |
| City, State, ZIP Code:          |
| Telephone #                     |
| Contact Person:                 |
| Email:                          |

### 3. **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:

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Acknowledged by: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Name and Title (Print or Type): \_\_\_\_\_

Date: \_\_\_\_\_

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

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

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

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

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## 5. 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: <https://www.e-verify.gov/>

**"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, Vendor 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: \_\_\_\_\_

Authorized Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*\*\*\*  
State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (Date)

Notary Public Signature \_\_\_\_\_

**6. Current W9**

**Request for Taxpayer Identification Number and Certification ►**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**7. Proof of Insurance**

The Respondent's submittal shall demonstrate ability to meet all portions listed in this Section 2.5 Insurance Requirements by providing evidence of one of the following:

Certificate of Insurance on Acord form or form acceptable to the Aviation Authority, or a signed affirmation of ability to comply from a licensed insurance agent, or with an insurance quote.

## [CENTRAL FLORIDA PUMP] RESPONSE DOCUMENT REPORT

Solicitation No. 24-466-IFB

Lift Station Preventative Maintenance Services

RESPONSE DEADLINE: May 14, 2024 at 11:00 am

Report Generated: Friday, June 14, 2024

### Central Florida Pump Response

#### CONTACT INFORMATION

**Company:**

Central Florida Pump

**Email:**

centralfloridapump@icloud.com

**Contact:**

phil semel

**Address:**

2576 enterprise rd.  
suite 255  
orange city, FL 32763

**Phone:**

(305) 439-0202

**Website:**

N/A

**Submission Date:**

May 14, 2024 10:39 AM

## ADDENDA CONFIRMATION

Addendum #1

*Confirmed May 13, 2024 11:11 AM by phil semel*

## QUESTIONNAIRE

### 1. Respondent Submittals (without Cost)\*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

goaa\_bid.pdf

2. REVISIONS | ADDENDA | QUESTIONS & ANSWERS \* By selecting YES below, participants are confirming 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. Selecting YES will serve as confirmation of acknowledgement.\*

Yes

3. 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

## PRICE TABLES

### PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 1

| Line Item                             | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total      |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|------------|
| <b>Monthly Preventive Maintenance</b> |                                                                                                           |          |                 |           |            |
| 1                                     | Lift Station 1 - Gate E-31 Guard Shack,                                                                   | 12       | Month           | \$50.00   | \$600.00   |
| 2                                     | Lift Station 2 - East ARFF                                                                                | 12       | Month           | \$50.00   | \$600.00   |
| 3                                     | Lift Station 3 - Dual Pumps Forced to Lift Station at Centerfield ARFF,                                   | 12       | Month           | \$50.00   | \$600.00   |
| 4                                     | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF                   | 12       | Month           | \$50.00   | \$600.00   |
| 5                                     | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station                    | 12       | Month           | \$50.00   | \$600.00   |
| 6                                     | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$50.00   | \$600.00   |
| 7                                     | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$50.00   | \$600.00   |
| 8                                     | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity                                             | 12       | Month           | \$50.00   | \$600.00   |
| 9                                     | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity                                   | 12       | Month           | \$50.00   | \$600.00   |
| 10                                    | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field,                                      | 12       | Month           | \$50.00   | \$600.00   |
| <b>Hourly Rates- Year 1</b>           |                                                                                                           |          |                 |           |            |
| 11                                    | Standard Labor Rate Per Hour                                                                              | 40       | Hours           | \$100.00  | \$4,000.00 |
| 12                                    | Emergency Labor Rate Per Hour                                                                             | 10       | Hours           | \$175.00  | \$1,750.00 |

| Line Item | Description | Quantity | Unit of Measure | Unit Cost | Total       |
|-----------|-------------|----------|-----------------|-----------|-------------|
| TOTAL     |             |          |                 |           | \$11,750.00 |

#### MARK-UP %

| Line Item        | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total       |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|-------------|
| Mark-up % Year 1 |                                                                                                                                                                                                                                                              |          |                 |             |             |
| 13               | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided                                                                                                                                                  | 1        | Dollars         | \$50,000.00 | \$50,000.00 |
| 14               | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$10,000.00 | \$10,000.00 |
| TOTAL            |                                                                                                                                                                                                                                                              |          |                 |             | \$60,000.00 |

#### PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 2

| Line Item                      | Description                                                            | Quantity | Unit of Measure | Unit Cost | Total    |
|--------------------------------|------------------------------------------------------------------------|----------|-----------------|-----------|----------|
| Monthly Preventive Maintenance |                                                                        |          |                 |           |          |
| 1                              | Lift Station 1 - Gate E-31 Guard Shack                                 | 12       | Month           | \$50.00   | \$600.00 |
| 2                              | Lift Station 2 - East ARFF                                             | 12       | Month           | \$50.00   | \$600.00 |
| 3                              | Lift Station 3 - Dual Pumps Forced to Lift Station at Centerfield ARFF | 12       | Month           | \$50.00   | \$600.00 |

| Line Item                   | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total              |
|-----------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|--------------------|
| 4                           | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF,                  | 12       | Month           | \$50.00   | \$600.00           |
| 5                           | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station                    | 12       | Month           | \$50.00   | \$600.00           |
| 6                           | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$50.00   | \$600.00           |
| 7                           | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$50.00   | \$600.00           |
| 8                           | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity                                             | 12       | Month           | \$50.00   | \$600.00           |
| 9                           | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity                                   | 12       | Month           | \$50.00   | \$600.00           |
| 10                          | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field                                       | 12       | Month           | \$50.00   | \$600.00           |
| <b>Hourly Rates- Year 2</b> |                                                                                                           |          |                 |           |                    |
| 11                          | Standard Labor Rate Per Hour                                                                              | 40       | Hours           | \$100.00  | \$4,000.00         |
| 12                          | Emergency Labor Rate Per Hour                                                                             | 10       | Hours           | \$175.00  | \$1,750.00         |
| <b>TOTAL</b>                |                                                                                                           |          |                 |           | <b>\$11,750.00</b> |

**MARK-UP %**

| Line Item                 | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------------|
| <b>Mark-up % - Year 2</b> |                                                                                                                                                                                                                                                              |          |                 |             |                    |
| 13                        | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided                                                                                                                                                  | 1        | Dollars         | \$50,000.00 | \$50,000.00        |
| 14                        | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$10,000.00 | \$10,000.00        |
| <b>TOTAL</b>              |                                                                                                                                                                                                                                                              |          |                 |             | <b>\$60,000.00</b> |

**PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 3**

| Line Item                             | Description                                                                             | Quantity | Unit of Measure | Unit Cost | Total    |
|---------------------------------------|-----------------------------------------------------------------------------------------|----------|-----------------|-----------|----------|
| <b>Monthly Presentive Maintenance</b> |                                                                                         |          |                 |           |          |
| 1                                     | Lift Station 1 - Gate E-31 Guard Shack                                                  | 12       | Month           | \$55.00   | \$660.00 |
| 2                                     | Lift Station 2 - East ARFF                                                              | 12       | Month           | \$55.00   | \$660.00 |
| 3                                     | Lift Station 3 - Dual Pumps Forced to Lift Sation at Centerfield ARFF                   | 12       | Month           | \$55.00   | \$660.00 |
| 4                                     | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF | 12       | Month           | \$55.00   | \$660.00 |
| 5                                     | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station  | 12       | Month           | \$55.00   | \$660.00 |

| Line Item                    | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total              |
|------------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|--------------------|
| 6                            | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$55.00   | \$660.00           |
| 7                            | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$55.00   | \$660.00           |
| 8                            | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity                                             | 12       | Month           | \$55.00   | \$660.00           |
| 9                            | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity                                   | 12       | Month           | \$55.00   | \$660.00           |
| 10                           | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field                                       | 12       | Month           | \$55.00   | \$660.00           |
| <b>Hourly Rates - Year 3</b> |                                                                                                           |          |                 |           |                    |
| 11                           | Standard Labor Rate Per Hour                                                                              | 40       | Hours           | \$120.00  | \$4,800.00         |
| 12                           | Emergency Labor Rate Per Hour                                                                             | 10       | Hours           | \$195.00  | \$1,950.00         |
| <b>TOTAL</b>                 |                                                                                                           |          |                 |           | <b>\$13,350.00</b> |

#### MARK-UP %

| Line Item                 | Description                                                                                                 | Quantity | Unit of Measure | Unit Cost   | Total       |
|---------------------------|-------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|-------------|
| <b>Mark-up % - Year 3</b> |                                                                                                             |          |                 |             |             |
| 13                        | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided | 1        | Dollars         | \$50,000.00 | \$50,000.00 |

| Line Item    | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total              |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------------|
| 14           | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$12,500.00 | \$12,500.00        |
| <b>TOTAL</b> |                                                                                                                                                                                                                                                              |          |                 |             | <b>\$62,500.00</b> |

**PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 4**

| Line Item                             | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total    |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|----------|
| <b>Monthly Preventive Maintenance</b> |                                                                                                           |          |                 |           |          |
| 1                                     | Lift Station 1 - Gate E-31 Guard Shack                                                                    | 12       | Month           | \$55.00   | \$660.00 |
| 2                                     | Lift Station 2 - East ARFF                                                                                | 12       | Month           | \$55.00   | \$660.00 |
| 3                                     | Lift Station 3 - Dual Pumps Forced to Lift Station at Centerfield ARFF                                    | 12       | Month           | \$55.00   | \$660.00 |
| 4                                     | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF                   | 12       | Month           | \$55.00   | \$660.00 |
| 5                                     | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station                    | 12       | Month           | \$55.00   | \$660.00 |
| 6                                     | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$55.00   | \$660.00 |
| 7                                     | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$55.00   | \$660.00 |

| Line Item                   | Description                                                             | Quantity | Unit of Measure | Unit Cost | Total              |
|-----------------------------|-------------------------------------------------------------------------|----------|-----------------|-----------|--------------------|
| 8                           | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity           | 12       | Month           | \$55.00   | \$660.00           |
| 9                           | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity | 12       | Month           | \$55.00   | \$660.00           |
| 10                          | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field     | 12       | Month           | \$55.00   | \$660.00           |
| <b>Hourly Rates- Year 4</b> |                                                                         |          |                 |           |                    |
| 11                          | Standard Labor Rate Per Hour                                            | 40       | Hours           | \$120.00  | \$4,800.00         |
| 12                          | Emergency Labor Rate Per Hour                                           | 10       | Hours           | \$195.00  | \$1,950.00         |
| <b>TOTAL</b>                |                                                                         |          |                 |           | <b>\$13,350.00</b> |

#### MARK-UP %

| Line Item                 | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------------|
| <b>Mark-up % - Year 4</b> |                                                                                                                                                                                                                                                              |          |                 |             |                    |
| 13                        | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided                                                                                                                                                  | 1        | Dollars         | \$50,000.00 | \$50,000.00        |
| 14                        | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$12,500.00 | \$12,500.00        |
| <b>TOTAL</b>              |                                                                                                                                                                                                                                                              |          |                 |             | <b>\$62,500.00</b> |

**PRICING TABLE FOR LIFT STATION MAINTENANCE - YEAR 5**

| Line Item                               | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total      |
|-----------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|------------|
| <b>Monthly Preventative Maintenance</b> |                                                                                                           |          |                 |           |            |
| 1                                       | Lift Station 1 - Gate E-31 Guard Shack                                                                    | 12       | Month           | \$60.00   | \$720.00   |
| 2                                       | Lift Station 2 - East ARFF                                                                                | 12       | Month           | \$60.00   | \$720.00   |
| 3                                       | Lift Station 3 - Dual Pumps Forced to Lift Station at Centerfield ARFF                                    | 12       | Month           | \$60.00   | \$720.00   |
| 4                                       | Lift Station 4 - South Park Place Dual Pumps Forced to Lift Station at Centerfield ARFF                   | 12       | Month           | \$60.00   | \$720.00   |
| 5                                       | Lift Station 5 - South Access Trailers Dual Pumps Forced to Main Terminal Lift Station                    | 12       | Month           | \$60.00   | \$720.00   |
| 6                                       | Lift Station 6 - Interior Electric Shop, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash | 12       | Month           | \$60.00   | \$720.00   |
| 7                                       | Lift Station 7 - A Parking Toll Plaza, Dual Pumps Gravity Fed to Manhole at a Quick Turnaround Car Wash   | 12       | Month           | \$60.00   | \$720.00   |
| 8                                       | Lift Station 8 - Air Side Three 30's Wing, Dual Pumps Gravity                                             | 12       | Month           | \$60.00   | \$720.00   |
| 9                                       | Lift Station 9 - Air Side Two 100's Wing Ramp Level, Dual Pumps Gravity                                   | 12       | Month           | \$60.00   | \$720.00   |
| 10                                      | Lift Station 10 - Gate 50 Guard Shack Single Pump to Teaching Field                                       | 12       | Month           | \$60.00   | \$720.00   |
| <b>Hourly Rates- Year 5</b>             |                                                                                                           |          |                 |           |            |
| 11                                      | Standard Labor Rate Per Hour                                                                              | 40       | Hours           | \$130.00  | \$5,200.00 |

| Line Item    | Description                   | Quantity | Unit of Measure | Unit Cost | Total              |
|--------------|-------------------------------|----------|-----------------|-----------|--------------------|
| 12           | Emergency Labor Rate Per Hour | 10       | Hours           | \$205.00  | \$2,050.00         |
| <b>TOTAL</b> |                               |          |                 |           | <b>\$14,450.00</b> |

#### MARK-UP %

| Line Item                 | Description                                                                                                                                                                                                                                                  | Quantity | Unit of Measure | Unit Cost   | Total              |
|---------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----------------|-------------|--------------------|
| <b>Mark-up % - Year 5</b> |                                                                                                                                                                                                                                                              |          |                 |             |                    |
| 13                        | Estimated amount for parts and materials for Lift Station Maintenance Services based on the amount provided                                                                                                                                                  | 1        | Dollars         | \$50,000.00 | \$50,000.00        |
| 14                        | Contractor's Mark-Up % over its cost for parts and materials for Lift Station Maintenance Services based on estimated amount provided. (Take your mark-up percentage and multiply it by \$50,000 and enter your mark-up amount in the Unit Cost Column here) | 1        | Mark-up         | \$12,500.00 | \$12,500.00        |
| <b>TOTAL</b>              |                                                                                                                                                                                                                                                              |          |                 |             | <b>\$62,500.00</b> |

# **1. Respondent's Certification**

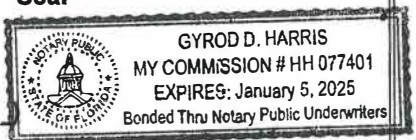
I have carefully examined the Solicitation and any other documents accompanying or made a part of this Solicitations.

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

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

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

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

|                                                                                                                      |                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Company</b>                                                                                                       | <b>Sworn to and subscribed before me by means of:</b>                                                                                       |
| Central Florida Pump                                                                                                 | <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization                                       |
| <b>Respondent's Signature</b><br> | this day of <u>May 13</u> 20 <u>24</u>                                                                                                      |
| <b>Print Name and Title</b><br>Phil Semel manager                                                                    | by <u>Philip Semel</u> who is                                                                                                               |
|                                                                                                                      | <input type="checkbox"/> Personally Known; or <input checked="" type="checkbox"/> Produced Identification. Type of identification produced: |
| <b>Address:</b> 2576 Enterprise Rd                                                                                   | [Check applicable box to satisfy identification requirement of FLA. Stat. §117.05]                                                          |
|                                                                                                                      | (STATE OF <u>Florida</u> Seal                                                                                                               |
| <b>Date</b> 5-13-2024                                                                                                |                                                        |
| <b>Duns Number</b>                                                                                                   | COUNTY OF <u>Volusia</u>                                                                                                                    |
|                                                                                                                      | <b>Notary Signature:</b>                                |
| <b>Federal Tax Id Number</b>                                                                                         | <b>Notary Public My Commission Expires:</b> 1-5-2025                                                                                        |
| <b>Email:</b> Central Florida pump@icloud.com                                                                        | <u>Gyrod Harris</u><br><b>Printed, typed or stamped commissioned name of Notary Public</b>                                                  |

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

## 2. Respondent's Questionnaire

The following questionnaire is to be completed by the Respondent and provided with its submittal.

### A. Contact Information

|                    |                               |
|--------------------|-------------------------------|
| Name of Company    | Central Florida Pump          |
| Contact Individual | Phil Semel                    |
| Contact Address    | 2576 Enterprise Rd Suite 255  |
| City, State, Zip   | Orange city FL 32763          |
| Telephone Number   | 305 439 0202                  |
| Email Address      | centralfloridapump@icloud.com |

### B. Emergency Contact

Emergency Contact Person: Allison Musante  
Cell Phone Number: 386 682 9585 Email: lissymusante@embargo-mail.com

### C. Authorized Signatories

The Respondent represents that the following persons are authorized to sign Responses, and/or sign Contracts and related documents to which the Respondent will be duly bound. *The Aviation Authority will verify all named signatories on Sunbiz.org.* If the authorized person is not registered on <https://dos.fl.gov/sunbiz/search/>, the Respondent should provide with their submittal proof of authorization.

| Name       | Title   | Indicate Principal or Authorized Authority |
|------------|---------|--------------------------------------------|
| Phil Semel | Manager | Principal                                  |
|            |         |                                            |

### D. Experience

- a. Years in business: 4  
b. Years in business under this name: 4  
c. Years performing this type of work: 20

### E. Contractor's Personnel as Listed In Section 3, Scope Of Work/Specifications

- a. Provide the Resume of the Assigned Supervisor and Technician.  
b. Copies of licenses/certificates

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

|                                        |                     |
|----------------------------------------|---------------------|
| <b>Ref #1. Customer/Client:</b>        | GOAA Plumbing Dept. |
| <b>Description of Services:</b>        | Pump repairs        |
| <b>Start and End Date of Contract:</b> | open no contract    |
| <b>Contract Amount:</b>                |                     |
| <b>Street Address:</b>                 | 8648 Casa Verde Rd. |
| <b>City, State, ZIP Code:</b>          | Orlando FL 32827    |
| <b>Telephone #</b>                     | 407 825 2347        |
| <b>Contact Person:</b>                 | Jose Garced         |
| <b>Email:</b>                          | Jgarced@goaa.org    |

|                                        |                         |
|----------------------------------------|-------------------------|
| <b>Ref # 2. Customer/Client:</b>       |                         |
| <b>Description of Services:</b>        | Pump repairs            |
| <b>Start and End Date of Contract:</b> | open no contract        |
| <b>Contract Amount</b>                 |                         |
| <b>Street Address:</b>                 | 1519 Clearlake Rd.      |
| <b>City, State, ZIP Code:</b>          | Cocoa FL 32922          |
| <b>Telephone #</b>                     | 321 433 7242            |
| <b>Contact Person:</b>                 | Mott DiLowell           |
| <b>Email:</b>                          | mott@easternflorida.edu |

|                                        |                          |
|----------------------------------------|--------------------------|
| <b>Ref #3. Customer/Client:</b>        | Shaw Mechanical Services |
| <b>Description of Services:</b>        | water pump Repair        |
| <b>Start and End Date of Contract:</b> | open no contract         |
| <b>Contract Amount</b>                 |                          |
| <b>Street Address:</b>                 | 350 W. SR 434            |
| <b>City, State, ZIP Code:</b>          | Longwood FL 32750        |
| <b>Telephone #</b>                     | 407 835 7880             |
| <b>Contact Person:</b>                 | Tanya Mora               |
| <b>Email:</b>                          | mora@starktech.com       |

# Phil Semel

## Experience

2020- present  
Central Florida Pump LLC  
Owner/ Manager/ Technician

2016- 2020  
Central Florida Pump  
Manager/ Technician

2007- 2016  
Conch Republic Marine  
Owner/ Manager/ Technician

1996- 2007  
United Aviation Aerospace  
Technician

### 3. 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:

Jose Garced GOAA plumbing Dept.

Acknowledged by:

Phil Senel

Firm Name:

Central Florida Pump

Signature of Authorized Representative:

Phil Senel

Name and Title (Print or Type):

Phil Senel manager

Date:

5-13-2024

4. **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: Phil Seneel

By: *Phil Seneel*  
(Authorized Signature)

Title: Manager

Date: 5-13-2024

## 5. 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: <https://www.e-verify.gov/>

**"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, Vendor 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.**

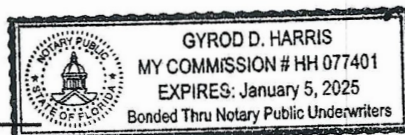
**I hereby acknowledge and agree that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the resulting contract with the Greater Orlando Aviation Authority.**

Company Name: Central Florida Pump  
Authorized Name: Phil Senel Title: Manager  
Signature: [Signature] Date: 5-13-2024

\*\*\*\*\*

State of Florida

County of Volusia



This instrument was acknowledged before me on 5-13-24 (Date)

Notary Public Signature [Signature]

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://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.<br>See Specific Instructions on page 3. | <b>1</b> 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.)<br><b>CENTRAL FLORIDA PUMP</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input checked="" type="checkbox"/> <b>LLC.</b> Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>S</b><br><b>Note:</b> 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.<br><input type="checkbox"/> Other (see instructions) | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                        | <b>3b</b> 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 . . . . . <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                    |
|                                                        | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>2576 Enterprise rd.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>6</b> City, state, and ZIP code<br><b>orange city, FL. 32763</b>                                                                                                                                                                                                                                                |
| <b>7</b> List account number(s) here (optional)        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                    |
| <b>Requester's name and address (optional)</b>         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                    |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                           |  |   |   |   |   |   |   |   |   |  |   |   |  |   |   |   |   |   |   |   |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---|---|---|---|---|---|---|---|--|---|---|--|---|---|---|---|---|---|---|---|
| <b>Part I Taxpayer Identification Number (TIN)</b><br>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 <i>How to get a TIN</i> , later.<br><br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | <b>Social security number</b><br><table border="1"><tr><td></td><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td></td><td></td></tr></table><br><b>or</b><br><b>Employer identification number</b><br><table border="1"><tr><td>8</td><td>4</td><td></td><td>-</td><td>4</td><td>4</td><td>3</td><td>9</td><td>4</td><td>2</td><td>6</td></tr></table> |  |   |   |   | - |   |   |   |   |  | 8 | 4 |  | - | 4 | 4 | 3 | 9 | 4 | 2 | 6 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                           |  |   | - |   |   |   |   |   |   |  |   |   |  |   |   |   |   |   |   |   |   |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4                                                                                                                                                                                                                                                                                                                                                                         |  | - | 4 | 4 | 3 | 9 | 4 | 2 | 6 |  |   |   |  |   |   |   |   |   |   |   |   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| <b>Part II Certification</b><br>Under penalties of perjury, I certify that:<br>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<br>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<br>3. I am a U.S. citizen or other U.S. person (defined below); and<br>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.<br><br><b>Certification instructions.</b> 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. |                                                                                                |
| <b>Sign Here</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Signature of U.S. person</b> <i>[Handwritten Signature]</i><br><b>Date</b> <i>5-13-2024</i> |

**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](http://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.  
**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

**From:** Jill Pittman jill@empirefl.com  
**Subject:** FW: Central Florida Pump LLC - Affirmation  
**Date:** May 13, 2024 at 4:19 PM  
**To:** phil semel centralfloridapump@icloud.com



**From:** Empire Insurance Group, Inc <benefits@empirefl.com>  
**Sent:** Monday, May 13, 2024 4:13 PM  
**To:** Jill Pittman <jill@empirefl.com>  
**Subject:** FW: Central Florida Pump LLC - Affirmation

**From:** Empire Insurance Group, Inc  
**Sent:** Monday, May 13, 2024 4:08 PM  
**To:** phil semel <[centralfloridapump@icloud.com](mailto:centralfloridapump@icloud.com)>  
**Subject:** Central Florida Pump LLC - Affirmation

Phil,

To Whom it May Concern:

Please be advised that Central Florida Pump LLC will be in compliance with all insurance requirements.

General Liability will be maintained at 5 Million Dollars per Occurrence.

Central Florida Pump LLC will be issued a certificate on an acord form.

Certificate of Insurance is available upon request.

The notice above is verified by Empire Insurance Group., Jill D Pittman – License Number A208085.

If you should have any other questions, please call 321-228-3000.

Thank you,

*Jill D Pittman*

Jill D Pittman  
Empire Insurance  
3256 W Lake Mary Blvd.  
Lake Mary FL 32746



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2024

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).

|                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                      |               |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Empire Insurance Group Inc<br>3256 W. Lake Mary Blvd.<br>Suite 1100<br>Lake Mary<br>FL 32746 | <b>CONTACT NAME:</b> Jill Pittman<br><b>PHONE (A/C, No, Ext):</b> (407) 622-6222<br><b>E-MAIL ADDRESS:</b> Jill@empirefl.com<br><b>FAX (A/C, No):</b><br><b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A :</b> Penn-America Insurance Company<br><b>INSURER B :</b> Benchmark Insurance Co.<br><b>INSURER C :</b> Mt Hawley insurance Company<br><b>INSURER D :</b><br><b>INSURER E :</b><br><b>INSURER F :</b> | <b>NAIC #</b> |
| <b>INSURED</b><br>Central Florida Pump LLC<br>2578 Enterprise Road #255<br>Orange City<br>FL 32763              |                                                                                                                                                                                                                                                                                                                                                                                                                      |               |

**COVERAGES****CERTIFICATE NUMBER:** 1235486-9**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 SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X                  | PAV0369672    | 4/6/2024                | 4/6/2025                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                               |                    |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                          |
| B        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                            | X                  | APP71819178   | 04/06/2024              | 04/06/2025              | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                                   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input checked="" type="checkbox"/> N                                                                            | N/A                | SIWC215960-02 | 5/22/2024               | 5/22/2025               | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 500,000<br>E.L. DISEASE - EA EMPLOYEE \$ 500,000<br>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)**

Greater Orlando Aviation Authority is additional insured as listed in columns above

The Certificate of Insurance (COI) will need to have Greater Orlando Aviation Authority as the certificate holder and the additional Insured for Commercial General Liability, Automobile Liability and Proof of Workers Comp.

**CERTIFICATE HOLDER****CANCELLATION**Additional Insured:  
Greater Orlando Aviation Authority5855 Cargo Rd  
Orlando

FL 32827

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

AUTHORIZED REPRESENTATIVE

Jill D Pittman



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
CENTRAL FLORIDA PUMP LLC

### Filing Information

**Document Number** L20000019446  
**FEI/EIN Number** 84-4439426  
**Date Filed** 01/13/2020  
**Effective Date** 01/12/2020  
**State** FL  
**Status** ACTIVE

### Principal Address

2576 Enterprise Rd  
suite 255  
orange city, FL 32763

Changed: 03/11/2024

### Mailing Address

2576 Enterprise Rd  
suite 255  
orange city, FL 32763

Changed: 03/11/2024

### Registered Agent Name & Address

CARIBBEAN KAYAK COMPANY INC.  
101425 OVERSEAS HWY.  
SUITE 283  
KEY LARGO, FL 33037

### Authorized Person(s) Detail

#### **Name & Address**

Title OWN

CARIBBEAN KAYAK COMPANY INC.  
21 REGENT STREET  
BELIZE CITY, BZ 0 BZ

Title MGR

SEMEL, PHIL  
2576 enterprise rd.  
suite 255  
ORANGE CITY, FL 32763

**Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2022        | 04/26/2022 |
| 2023        | 03/29/2023 |
| 2024        | 03/11/2024 |

**Document Images**

|                                                         |                          |
|---------------------------------------------------------|--------------------------|
| <a href="#">03/11/2024 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">03/29/2023 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">04/26/2022 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">04/07/2021 -- ANNUAL REPORT</a>             | View image in PDF format |
| <a href="#">01/13/2020 -- Florida Limited Liability</a> | View image in PDF format |



May 13,2024

Please be advised that Central Florida Pump LLC is in compliance with all insurance requirements.

General Liability will be maintained at 5 Million Dollars per Occurrence.

Certificate of Insurance attached.

The notice above is verified by Empire Insurance Group., Jill D Pittman – License Number A208085.

If you should have any other questions, please call 321-228-3000.

Thank you,

A handwritten signature in black ink, appearing to read "Jill D Pittman", with a large, stylized flourish extending from the end of the signature.

Jill D Pittman

President

Empire Insurance

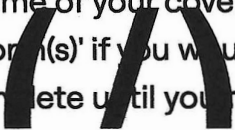
3256 West lake Mary Blvd Suite 1100 Lake Mary, Florida 32746 407.622.6222

# Quote Summary



Quote #51856D valid thru 06/13/2024

To complete your request, some of your coverage selections require an option form to be signed. Please select 'Sign Form(s)' if you would like to apply your coverage changes. Your transaction is not complete until you have received a confirmation number.



[Español \(/\)](#)

[Menu \(/\)](#)

**If applied, your 6-month premium will increase by**  
**\$432.00**

For a new 6-month premium of \$1,851.30  
Your current 6-month premium is \$1,419.30  
Your next payment will be \$151.89 on 06/18/2024

## Pending Policy Changes

Effective Date: 05/15/2024

### Coverage Updates

#### Policy Coverages

|                                                            |                            |
|------------------------------------------------------------|----------------------------|
| <b>Bodily Injury Liability</b><br>(was \$50,000/\$100,000) | <b>\$300,000/\$300,000</b> |
|------------------------------------------------------------|----------------------------|

Feedback

**New 6 month premium**

**\$1,851.30**

If applied your updates are effective **05/15/2024**  
Quote Reference: **51856D**



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GEICO © 1996-2024

Lift Station 7: Loading Dock C

- **Motor:** Baldor-Reliance
- **Pump Size:** 3 inch
- **Pump Type:** Grinder
- **Pump Quantity:** 2
- **Company:** N/A

Lift Station 8: Air Side Four 80's Wing

- **Motor:** HOMA ASM 336-200
- **Pump Size:** 2 inch, 2.8 HP
- **Pump Type:** Impeller
- **Pump Quantity:** 2
- **Company:** N/A

Lift Station 9: North Cell Lot

- **Motor:** HOMA GRR59-1
- **Pump Size:** 2 inch, 10HP
- **Pump Type:** Grinder
- **Pump Quantity:** 2
- **Company:** N/A

Lift Station 10: South Access Trailers

- **Motor:** Groundfos
- **Pump Size:** 2 inch – 2 HP
- **Pump Type:** SEGA 2040 EX - Impeller
- **Pump Quantity:** 2
- **Company:** N/A