

GOAA DATE 10/20/2021
ITEM NO. 10
DOCUMENTARY # 101231



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 13-22

FIRE ALARM SYSTEM TESTING, CERTIFICATION AND REPAIR

**ORLANDO INTERNATIONAL AIRPORT
AND
ORLANDO EXECUTIVE AIRPORT**

ORLANDO, FLORIDA

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PURCHASING BID 13-22
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6.2 Contract

This Agreement/Contract is made and entered into effective as of the 1 day of November, 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and Convergent Technologies, LLC, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, training, on-site parts, Subcontract support, materials, tools and equipment, licenses, permits, testing, technical services, consulting services, repair and replacement parts, materials and supplies, equipment, tools (including any necessary special tools and equipment) and all other accessories, services, facilities, activities and procedures as deemed necessary, or proper for, or incidental to, performing all Fire Alarm and Mass Notification System Testing, Maintenance and Certification under Purchasing Bid 13-22, Fire Alarm System Testing, Certification and Repair, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

Official Seal

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: Phillip N. Brown Phillip N Brown
Chief Executive Officer
Nov 5 2021 12:23 PM
DocuSign

Its: _____

Date: _____

Attest: [Signature]
ASST. Secretary

WITNESSED BY:

[Signature]

"CONTRACTOR"

Convergent Technologies

(Name of Contractor)

By: Andrew P Williams Digitally signed by Andrew P Williams
Contact Info: 407-664-5183
Date: 2021.10.29 15:43:40 (Seal)
(Signature of Owner or General Partner)

Its: _____ General Manager and deligate
(Title)

Andrew P. Williams

Name of Owner or General Partner Printed
or Typed

Date: 10/29/2021

Approved as to Form and Legality
this 4th day of November, 2021
Nelson Mullins Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

Performance Bond No.: CMS346157

Performance Bond Expiration Date: 10/31/2024

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that _____
Convergint Technologies LLC, hereinafter called
Principal, _____
RLI Insurance Company

_____, a corporation organized under the laws of the State of
Illinois and licensed to do business in the State of Florida,
hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation
Authority, hereinafter called Aviation Authority, in the Penal Sum of **Five Hundred Thousand
Dollars (\$500,000.00)**, for the payment of which sum well and truly made, Principal and
Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation
Authority for Purchasing Bid 13-22, Fire Alarm System Testing, Certification and Repair
at Orlando International Airport, in accordance with the Contract Documents which are
incorporated therein by reference and made a part thereof, and which collectively are herein
referred to as the Contract.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 29th day of October, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to Aviation Authority of its governing body.

Signed, sealed and delivered
in the presence of:

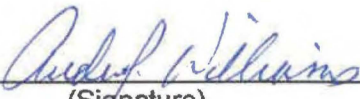


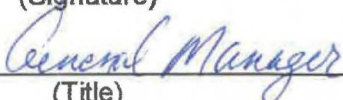
Witness

Witness

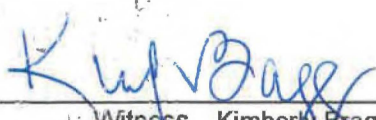
(Seal)

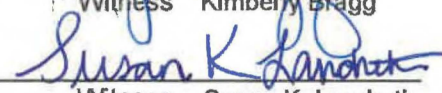
Convergent Technologies LLC
Principal (Name of Contractor)

By: 

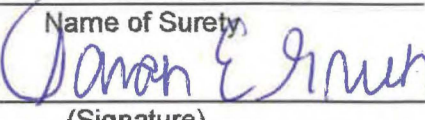
(Signature)
Its: 

(Title)



Witness Kimberly Bragg


Witness Susan K. Landreth

RLI Insurance Company
Name of Surety
By: 

(Signature)
Its: Sarah E. Green, Attorney-in-Fact
FL Non-Resident License #W467549

(Title)

Address: 9025 N. Lindbergh Drive, Peoria, IL 61615

Telephone No.: (309) 692-1000

Fax No.: (312) 360-1565

E-Mail Address: Sarah.E.Green@willistowerswatson.com

N/A

(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

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

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

Secretary

(Corporate Seal)

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. CMS346157

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Sarah E. Green in the City of Chicago, State of IL

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Convergint Technologies LLC

Obligee: Greater Orlando Aviation Authority

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of October, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company

Barton W. Davis
Barton W. Davis Vice President

State of Illinois
County of Peoria

} SS

On this 29th day of October, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler
Jacqueline M. Bockler

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 29th day of October, 2021.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2021

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

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

PRODUCER
Willis Towers Wateon Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305181
Nashville, TN 372305191 USA

INSURED
Convergint Technologies, Inc. #410
Location #410
One Commerce Drive
Schaumburg, IL 60173

CONTACT
NAME: Willis Towers Watson Certificate Center
PHONE: (A/C, No, Ext): 1-877-945-7378 FAX: (A/C, No): 1-888-467-2378
E-MAIL: certificates@willis.com
ADDRESS: certificates@willis.com

INSURER: S. AFFORDING COVERAGE NAIC #
INSURER A: XL Insurance America Inc 24554
INSURER B: Federal Insurance Company 20281
INSURER C: XL Specialty Insurance Company 37885

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: W21013702

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		CGS 7409054 09	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC					
	OTHER: AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		CAD 7459994	03/01/2021	03/01/2022	
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE		9365-2570	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	DED RETENTION \$					
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ No N/A	CWD 7459993	03/01/2021	03/01/2022	☒ PER STATUTE OTH E1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE - EA EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation and Employers Liability (WI)

Policy #CWR 7459998

Applies Per Statute

Insurance Carrier: XL Specialty Insurance Company NAIC # 37885

Policy Term: 03/01/2021 - 03/01/2022

E.L. EACH ACCIDENT: \$1,000,000

CERTIFICATE HOLDER

Greater Orlando Aviation Authority Purchasing Department
8652 Casa Verde Road, Building B11
Orlando, FL 32827-4338

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DO NOT MODIFY OR REISSUE THE BID PRICE SHEET; USE THE BID PRICE SHEET FORM PROVIDED. The Electronically completed spreadsheet must be saved on USB flash drive and included with Bid submittal.

SECTION A - FIRE ALARM SYSTEM TESTING AND CERTIFICATION					
ITEM	LOCATION	UOM	YEAR ONE ANNUAL PRICE	YEAR TWO ANNUAL PRICE	YEAR THREE ANNUAL PRICE
1	5101 Cargo Road	Annual	\$1,208.00	\$1,208.00	\$1,208.00
2	Fire Extinguisher Building - 4001 Express Street	Annual	\$805.00	\$805.00	\$805.00
3	United (Continental) Hangar North - 8855 Tradeport Drive	Annual	\$2,145.00	\$2,145.00	\$2,145.00
4	USDA Building - 3951 Tradeport Drive	Annual	\$805.00	\$805.00	\$805.00
5	United (Continental) Materials - 4121 Centerport Drive	Annual	\$2,415.00	\$2,415.00	\$2,415.00
6	Wings Aviation (Darden) - 4000 Execuair Street	Annual	\$508.00	\$508.00	\$508.00
7	GOAA Annex - 5585 Casa Verde Road	Annual	\$6,441.00	\$6,441.00	\$6,441.00
8	West Cargo Building - 8829 Bear Road	Annual	\$805.00	\$805.00	\$805.00
9	858 Building (Delta Cargo Building) - 6150 Cargo Road	Annual	\$1,037.00	\$1,037.00	\$1,037.00
10	GOAA Maintenance Administration - 8550 Casa Verde Road	Annual	\$805.00	\$805.00	\$805.00
11	GOAA Material & Control - 8652 Casa Verde Road	Annual	\$805.00	\$805.00	\$805.00
12	GOAA Maintenance Shops - 8648 Casa Verde Road	Annual	\$805.00	\$805.00	\$805.00
13	GOAA Security (K9) Building - 8735 Casa Verde Road	Annual	\$805.00	\$805.00	\$805.00
14	MPOE - 9056 Binnacle Way	Annual	\$1,610.00	\$1,610.00	\$1,610.00
15	Centerfield ARFF - 5605 S Perimeter Rd	Annual	\$1,610.00	\$1,610.00	\$1,610.00
16	East ARFF - 8801 Heintzelman Road	Annual	\$1,610.00	\$1,610.00	\$1,610.00
17	West ARFF - 4170 Express St	Annual	\$1,610.00	\$1,610.00	\$1,610.00
18	ARFF Administration Building - 5603 Perimeter Rd.	Annual	\$576.00	\$576.00	\$576.00
19	GOAA Motor Transport - 8701 Casa Verde Road	Annual	\$1,610.00	\$1,610.00	\$1,610.00
20	Plaza Building (Beeline) East (Hyatt Receiving) - 7317 McCoy Road	Annual	\$1,610.00	\$1,610.00	\$1,610.00
21	Harcourt, Brace & Jovanovich (HBJ) - 7401 Dowden Road	Annual	\$2,415.00	\$2,415.00	\$2,415.00
22	B Toll Plaza - 9400 Airport Boulevard	Annual	\$805.00	\$805.00	\$805.00
23	Remote Sorting Facility (BAGS) - (Delta Cargo) - 6190 Cargo Road	Annual	\$2,415.00	\$2,415.00	\$2,415.00
24	Bus Maintenance Facility - 8200 Casa Verde Road	Annual	\$1,208.00	\$1,208.00	\$1,208.00
25	GOAA Engineering & Construction - 5550 Cargo Road	Annual	\$1,152.00	\$1,152.00	\$1,152.00
26	GOAA International Waste - (616) - 8610 Bear Road	Annual	\$805.00	\$805.00	\$805.00
27	Fuel Farm - 3800 Express Street	Annual	\$230.00	\$230.00	\$230.00
28	Tradeport Fire Pump Building - 8857 Tradeport Drive	Annual	\$391.00	\$391.00	\$391.00
29	GOAA Airside 4 Central Energy Plant - 9518 Jeff Fuqua Boulevard	Annual	\$1,564.00	\$1,564.00	\$1,564.00
30	North Main Terminal - 9400 Jeff Fuqua Boulevard	Annual	\$38,644.00	\$38,644.00	\$38,644.00
31	Airside 1 - 9050 Airport Boulevard	Annual	\$8,051.00	\$8,051.00	\$8,051.00
32	Airside 2 - 9000 Airport Boulevard	Annual	\$9,661.00	\$9,661.00	\$9,661.00
33	Airside 3 - 9700 Airport Boulevard	Annual	\$8,051.00	\$8,051.00	\$8,051.00
34	Airside 4 - 9750 Airport Boulevard	Annual	\$8,051.00	\$8,051.00	\$8,051.00
35	Plaza 1 (Beeline) West Building - 7305 McCoy Rd	Annual	\$1,610.00	\$1,610.00	\$1,610.00
36	Airfield Ops (Lambry Bldg) - 9076 Binnacle Way	Annual	\$1,208.00	\$1,208.00	\$1,208.00
37	GOAA 17L Electrical Vault (1401) - 7459 Dowden Rd	Annual	\$1,208.00	\$1,208.00	\$1,208.00
38	APM/ITF/PDL CEP - 11084 Canal Rd	Annual	\$1,528.00	\$1,528.00	\$1,528.00
39	APM/ITF/PDL Building - 10211 Access Rd	Annual	\$23,761.00	\$23,761.00	\$23,761.00
40	Parking Garage - C - 10300 Jeff Fuqua Blvd	Annual	\$4,300.00	\$4,300.00	\$4,300.00
41	Hyatt Hotel - 9300 Jeff Fuqua Blvd	Annual	\$29,183.00	\$29,183.00	\$29,183.00
42	GOAA 16L Vault (532) - 9270-9300 Taxi-Way Rd	Annual	\$1,208.00	\$1,208.00	\$1,208.00
43	GOAA 17R Vault (1002) - 5805 Dowden Rd	Annual	\$1,208.00	\$1,208.00	\$1,208.00
44	GOAA 18R Vault (411) - Tradeport Drive	Annual	\$1,208.00	\$1,208.00	\$1,208.00
45	Parking Garage - A (838) - 9250 Jeff Fuqua Blvd	Annual	\$1,610.00	\$1,610.00	\$1,610.00
46	Parking Garage - B (839) - 9550 Jeff Fuqua Blvd	Annual	\$1,610.00	\$1,610.00	\$1,610.00
SECTION A - FIRE ALARM SYSTEM TESTING AND CERTIFICATION - SUBTOTALS:			\$182,710.00	\$182,710.00	\$182,710.00
SECTION A - FIRE ALARM SYSTEM TESTING AND CERTIFICATION TOTAL (YEAR 1 + YEAR 2 + YEAR 3):				\$548,130.00	

SECTION B - FIRE ALARM SYSTEM MAINTENANCE					
YEAR 1					
ITEM	LOCATION	UOM	ESTIMATED TOTAL NUMBER OF HOURS*	HOURLY RATE	TOTAL ANNUAL COST
47	On-Site Fire Alarm Technician/Programmer Standard Work Hour	Hourly	2080	\$65.00	\$135,200.00
48	Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
49	On-Site Fire Alarm Technician/Programmer Non-Scheduled Call Back Services	Hourly	200	\$65.00	\$13,000.00
50	TC&R Services - Fire Alarm Technician/Programmer	Hourly	1050	\$65.00	\$68,250.00
51	TC&R Projects - Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
SECTION B - YEAR 1 FIRE ALARM SYSTEM TESTING AND CERTIFICATION SUBTOTAL:					\$219,450.00

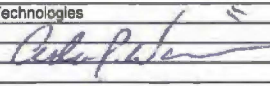
YEAR 2					
ITEM	LOCATION	UOM	ESTIMATED TOTAL NUMBER OF HOURS*	HOURLY RATE	TOTAL ANNUAL COST
52	On-Site Fire Alarm Technician/Programmer Standard Work Hour	Hourly	2080	\$65.00	\$135,200.00
53	Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
54	On-Site Fire Alarm Technician/Programmer Non-Scheduled Call Back Services	Hourly	200	\$65.00	\$13,000.00
55	TC&R Services - Fire Alarm Technician/Programmer	Hourly	1050	\$65.00	\$68,250.00
56	TC&R Projects - Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
SECTION B - YEAR 2 FIRE ALARM SYSTEM TESTING AND CERTIFICATION SUBTOTAL:					\$219,450.00
YEAR 3					
ITEM	LOCATION	UOM	ESTIMATED TOTAL NUMBER OF HOURS*	HOURLY RATE	TOTAL ANNUAL COST
57	On-Site Fire Alarm Technician/Programmer Standard Work Hour	Hourly	2080	\$65.00	\$135,200.00
58	Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
59	On-Site Fire Alarm Technician/Programmer Non-Scheduled Call Back Services	Hourly	200	\$65.00	\$13,000.00
60	TC&R Services - Fire Alarm Technician/Programmer	Hourly	1050	\$65.00	\$68,250.00
61	TC&R Projects - Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
SECTION B - YEAR 3 FIRE ALARM SYSTEM TESTING AND CERTIFICATION SUBTOTAL:					\$219,450.00
SECTION B - FIRE ALARM SYSTEM TESTING AND CERTIFICATION TOTAL (YEAR 1 + YEAR 2 + YEAR 3):					\$658,350.00
*The number of Estimated Total Annual Number of Hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of Estimated Total Annual Number of Hours to differ from the estimates. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Aviation Authority only to pay the Fire Alarm Services provided in the successful Bidder's Bid for the services and materials actually requested by the Aviation Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Bid should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services.					

SECTION C - FIRE ALARM SYSTEM ADDITIONAL SERVICES						
YEAR 1						
ITEM	SERVICES	% (EXPRESSED IN DECIMALS)	(X)	ESTIMATED ANNUAL COST*	(=)	EXTENSION
62	Estimated Annual Cost of Materials Purchased for Fire Alarm System Testing and Certification					\$40,000.00
63	Contractor's Mark-up Percentage (%) over its costs for Materials Purchased for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
64	Estimated Annual Cost of Rentals Used for Fire Alarm System Testing and Certification					\$40,000.00
65	Contractor's Mark-up Percentage (%) over its costs for Rentals Used for Fire Alarm System Testing and Certification	0.000	(X)	\$40,000.00	(=)	\$0.00
66	Estimated Annual Cost of Subcontractor Services Used for Fire Alarm System Testing and Certification					\$40,000.00
67	Contractor's Mark-up Percentage (%) over its costs of Subcontractor Services Used for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
SECTION C - YEAR 1 FIRE ALARM SYSTEM ADDITIONAL SERVICES SUBTOTAL:						\$132,000.00

YEAR 2						
ITEM	SERVICES	% (EXPRESSED IN DECIMALS)	(X)	ESTIMATED ANNUAL COST*	(=)	EXTENSION
68	Estimated Annual Cost of Materials Purchased for Fire Alarm System Testing and Certification					\$40,000.00
69	Contractor's Mark-up Percentage (%) over its costs for Materials Purchased for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
70	Estimated Annual Cost of Rentals Used for Fire Alarm System Testing and Certification					\$40,000.00
71	Contractor's Mark-up Percentage (%) over its costs for Rentals Used for Fire Alarm System Testing and Certification	0.000	(X)	\$40,000.00	(=)	\$0.00
72	Estimated Annual Cost of Subcontractor Services Used for Fire Alarm System Testing and Certification					\$40,000.00
73	Contractor's Mark-up Percentage (%) over its costs of Subcontractor Services Used for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
SECTION E - YEAR 2 FIRE ALARM SYSTEM ADDITIONAL SERVICES SUBTOTAL:						\$132,000.00
YEAR 3						
ITEM	SERVICES	% (EXPRESSED IN DECIMALS)	(X)	ESTIMATED ANNUAL COST*	(=)	EXTENSION
74	Estimated Annual Cost of Materials Purchased for Fire Alarm System Testing and Certification					\$40,000.00
75	Contractor's Mark-up Percentage (%) over its costs for Materials Purchased for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
76	Estimated Annual Cost of Rentals Used for Fire Alarm System Testing and Certification					\$40,000.00
77	Contractor's Mark-up Percentage (%) over its costs for Rentals Used for Fire Alarm System Testing and Certification	0.000	(X)	\$40,000.00	(=)	\$0.00
78	Estimated Annual Cost of Subcontractor Services Used for Fire Alarm System Testing and Certification					\$40,000.00
79	Contractor's Mark-up Percentage (%) over its costs of Subcontractor Services Used for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
SECTION C - YEAR 3 FIRE ALARM SYSTEM ADDITIONAL SERVICES SUBTOTAL:						\$132,000.00
SECTION C - FIRE ALARM SYSTEM ADDITIONAL SERVICES TOTAL (YEAR 1 + YEAR 2 + YEAR 3):						\$396,000.00
GRAND TOTAL HERE AND ON SECTION FOUR – BID PRICE SCHEDULE PAGE. NOTE: The figure shown should match as the "Total Three (3) Year Bid Price." (Section A Total + Section B Total + Section C Total)						\$1,602,480.00

Bidder/Contractor Acknowledgement and Approval

The following information, including an authorized representative signature, is required to be submitted with your bid detail pricing in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted as has the authorization of the said company to enter into a contractual agreement with the Aviation Authority for the purposes as proposed and described.

Company Name: Convergent Technologies
Authorized Signature: 
Printed Name/Title: Andy Williams
Date: 8/13/2021



995 West Kennedy Blvd., Suite 35
Orlando, FL, 32810 Phone 407-814-0225

August 16, 2021

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

Dear Purchasing Department,

Thank you for the opportunity to bid IFB 13-22 Fire Alarm System Testing Certification and Repair.

Convergent Technologies is currently the only company within a 50-mile radius that is a certified partner for all the life-safety systems at the Orlando International Airport and fully compliant with the RFP.

The following systems are fully integrated with each other:

- Edwards System Technologies (EST)
- AES Mesh Network
- IED Paging System

Our Specialists are certified in all systems, we do not subcontract any of this work. **This will provide GOAA with a significant savings over our competitors who will be required to subcontract out all AES and IED work at the subcontractor's rate.**

Convergent Technologies (formerly CSG) has had a long-standing, positive partnership with GOAA and has been protecting its' employees, travelers, and property for the past 10 years. Our team is very knowledgeable on the intricacies of the life safety systems and understands the unique challenges within an airport environment.

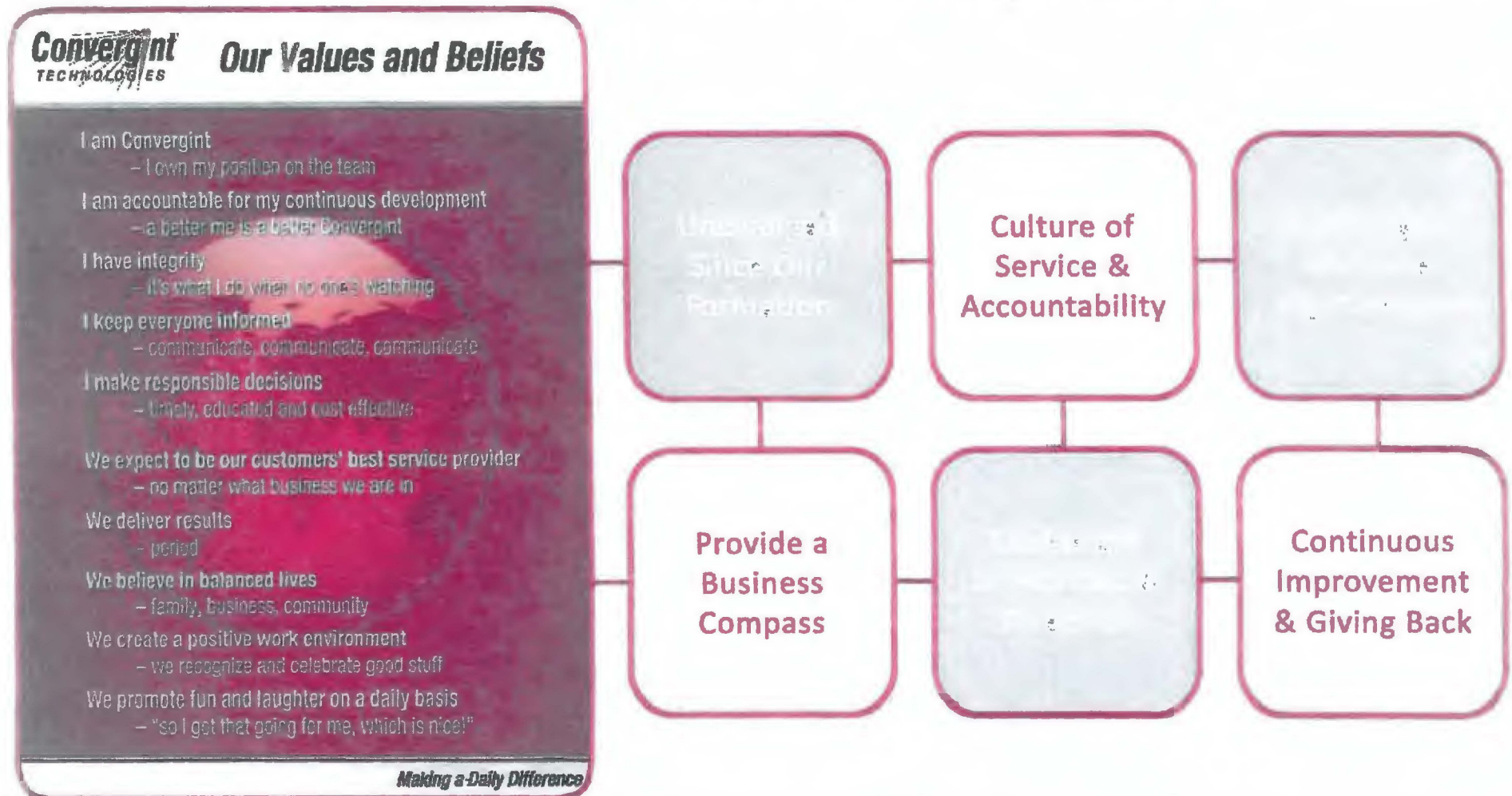
We are confident that based on experience and competitive cost, continuing the partnership with Convergent Technologies, will ensure that the Orlando International Airport remains protected, mitigates risk, and minimizes the disruption of transitioning to a different service provider, having to learn the complexities of such a massive life-safety system.

Thank you for your consideration,

Anna Hutchinson
Senior Account Executive, Convergent Technologies

Values & Beliefs

Our **Values & Beliefs** are not just words on a page,
but the very fabric of Convergent culture



4.0 BID PRICE FORMS

BID PRICE FORM GREATER ORLANDO AVIATION AUTHORITY PURCHASING BID 13-22

A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED. The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Bid Price Form as detailed in the instructions for Bid Submittals listed in Section 7.

Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

The Bidder's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and U.S. Customs and Border Protection bond, hologram badge and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Aviation Authority in performing the services.

The Bidder agrees to provide all labor, supervision, training, on-site parts, Subcontract support, materials, tools and equipment, licenses, permits, testing, technical services, consulting services, repair and replacement parts, materials and supplies, equipment, tools (including any necessary special tools and equipment) and all other accessories, services, facilities, activities and procedures as deemed necessary, or proper for, or incidental to, performing all Fire Alarm and Mass Notification System Testing, Maintenance and Certification described in the Contract Documents.

13-22, FIRE ALARM SYSTEM TESTING, CERTIFICATION AND REPAIR

TOTAL THREE (3) YEAR BID PRICE:

One million six hundred two thousand four hundred eighty and no cents \$1,602,480.⁰⁰
(Print Dollar Amount)

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

Authorized Signature: Andrew P. Williams

Name and Title (Typed or Printed): Andrew P. Williams

Date: 8/13/2021

DO NOT MODIFY OR REISSUE THE BID PRICE SHEET; USE THE BID PRICE SHEET FORM PROVIDED. The Electronically completed spreadsheet must be saved on USB flash drive and included with Bid submittal.

SECTION A - FIRE ALARM SYSTEM TESTING AND CERTIFICATION					
ITEM	LOCATION	UOM	YEAR ONE ANNUAL PRICE	YEAR TWO ANNUAL PRICE	YEAR THREE ANNUAL PRICE
1	5101 Cargo Road	Annual	\$1,208.00	\$1,208.00	\$1,208.00
2	Fire Extinguisher Building - 4001 Express Street	Annual	\$805.00	\$805.00	\$805.00
3	United (Continental) Hangar North - 8855 Tradeport Drive	Annual	\$2,145.00	\$2,145.00	\$2,145.00
4	USDA Building - 3951 Tradeport Drive	Annual	\$805.00	\$805.00	\$805.00
5	United (Continental) Materials - 4121 Centerport Drive	Annual	\$2,415.00	\$2,415.00	\$2,415.00
6	Wings Aviation (Darden) - 4000 Execuair Street	Annual	\$508.00	\$508.00	\$508.00
7	GOAA Annex - 5585 Casa Verde Road	Annual	\$6,441.00	\$6,441.00	\$6,441.00
8	West Cargo Building - 8829 Bear Road	Annual	\$805.00	\$805.00	\$805.00
9	858 Building (Delta Cargo Building) - 6150 Cargo Road	Annual	\$1,037.00	\$1,037.00	\$1,037.00
10	GOAA Maintenance Administration - 8550 Casa Verde Road	Annual	\$805.00	\$805.00	\$805.00
11	GOAA Material & Control - 8652 Casa Verde Road	Annual	\$805.00	\$805.00	\$805.00
12	GOAA Maintenance Shops - 8648 Casa Verde Road	Annual	\$805.00	\$805.00	\$805.00
13	GOAA Security (K9) Building - 8735 Casa Verde Road	Annual	\$805.00	\$805.00	\$805.00
14	MPOE - 9056 Binnacle Way	Annual	\$1,610.00	\$1,610.00	\$1,610.00
15	Centerfield ARFF - 5605 S Perimeter Rd	Annual	\$1,610.00	\$1,610.00	\$1,610.00
16	East ARFF - 8801 Heintzelman Road	Annual	\$1,610.00	\$1,610.00	\$1,610.00
17	West ARFF - 4170 Express St	Annual	\$1,610.00	\$1,610.00	\$1,610.00
18	ARFF Administration Building - 5603 Perimeter Rd.	Annual	\$576.00	\$576.00	\$576.00
19	GOAA Motor Transport - 8701 Casa Verde Road	Annual	\$1,610.00	\$1,610.00	\$1,610.00
20	Plaza Building (Beeline) East (Hyatt Receiving) - 7317 McCoy Road	Annual	\$1,610.00	\$1,610.00	\$1,610.00
21	Harcourt, Brace & Jovanovich (HBJ) - 7401 Dowden Road	Annual	\$2,415.00	\$2,415.00	\$2,415.00
22	B Toll Plaza - 9400 Airport Boulevard	Annual	\$805.00	\$805.00	\$805.00
23	Remote Sorting Facility (BAGS) - (Delta Cargo) - 6190 Cargo Road	Annual	\$2,415.00	\$2,415.00	\$2,415.00
24	Bus Maintenance Facility - 8200 Casa Verde Road	Annual	\$1,208.00	\$1,208.00	\$1,208.00
25	GOAA Engineering & Construction - 5550 Cargo Road	Annual	\$1,152.00	\$1,152.00	\$1,152.00
26	GOAA International Waste - (616) - 8610 Bear Road	Annual	\$805.00	\$805.00	\$805.00
27	Fuel Farm - 3800 Express Street	Annual	\$230.00	\$230.00	\$230.00
28	Tradeport Fire Pump Building - 8857 Tradeport Drive	Annual	\$391.00	\$391.00	\$391.00
29	GOAA Airside 4 Central Energy Plant - 9518 Jeff Fuqua Boulevard	Annual	\$1,564.00	\$1,564.00	\$1,564.00
30	North Main Terminal - 9400 Jeff Fuqua Boulevard	Annual	\$38,644.00	\$38,644.00	\$38,644.00
31	Airside 1 - 9050 Airport Boulevard	Annual	\$8,051.00	\$8,051.00	\$8,051.00
32	Airside 2 - 9000 Airport Boulevard	Annual	\$9,661.00	\$9,661.00	\$9,661.00
33	Airside 3 - 9700 Airport Boulevard	Annual	\$8,051.00	\$8,051.00	\$8,051.00
34	Airside 4 - 9750 Airport Boulevard	Annual	\$8,051.00	\$8,051.00	\$8,051.00
35	Plaza 1 (Beeline) West Building - 7305 McCoy Rd	Annual	\$1,610.00	\$1,610.00	\$1,610.00
36	Airfield Ops (Lambry Bldg) - 9076 Binnacle Way	Annual	\$1,208.00	\$1,208.00	\$1,208.00
37	GOAA 17L Electrical Vault (1401) - 7459 Dowden Rd	Annual	\$1,208.00	\$1,208.00	\$1,208.00
38	APM/ITF/PDL CEP - 11084 Canal Rd	Annual	\$1,528.00	\$1,528.00	\$1,528.00
39	APM/ITF/PDL Building - 10211 Access Rd	Annual	\$23,761.00	\$23,761.00	\$23,761.00
40	Parking Garage - C - 10300 Jeff Fuqua Blvd	Annual	\$4,300.00	\$4,300.00	\$4,300.00
41	Hyatt Hotel - 9300 Jeff Fuqua Blvd	Annual	\$29,183.00	\$29,183.00	\$29,183.00
42	GOAA 16L Vault (532) - 9270-9300 Taxi-Way Rd	Annual	\$1,208.00	\$1,208.00	\$1,208.00
43	GOAA 17R Vault (1002) - 5805 Dowden Rd	Annual	\$1,208.00	\$1,208.00	\$1,208.00
44	GOAA 18R Vault (411) - Tradeport Drive	Annual	\$1,208.00	\$1,208.00	\$1,208.00
45	Parking Garage - A (838) - 9250 Jeff Fuqua Blvd	Annual	\$1,610.00	\$1,610.00	\$1,610.00
46	Parking Garage - B (839) - 9550 Jeff Fuqua Blvd	Annual	\$1,610.00	\$1,610.00	\$1,610.00
SECTION A - FIRE ALARM SYSTEM TESTING AND CERTIFICATION - SUBTOTALS:			\$182,710.00	\$182,710.00	\$182,710.00
SECTION A - FIRE ALARM SYSTEM TESTING AND CERTIFICATION TOTAL (YEAR 1 + YEAR 2 + YEAR 3):				\$548,130.00	

SECTION B - FIRE ALARM SYSTEM MAINTENANCE					
YEAR 1					
ITEM	LOCATION	UOM	ESTIMATED TOTAL NUMBER OF HOURS*	HOURLY RATE	TOTAL ANNUAL COST
47	On-Site Fire Alarm Technician/Programmer Standard Work Hour	Hourly	2080	\$65.00	\$135,200.00
48	Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
49	On-Site Fire Alarm Technician/Programmer Non-Scheduled Call Back Services	Hourly	200	\$65.00	\$13,000.00
50	TC&R Services - Fire Alarm Technician/Programmer	Hourly	1050	\$65.00	\$68,250.00
51	TC&R Projects - Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
SECTION B - YEAR 1 FIRE ALARM SYSTEM TESTING AND CERTIFICATION SUBTOTAL:					\$219,450.00

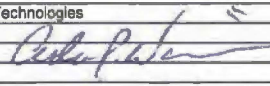
YEAR 2					
ITEM	LOCATION	UOM	ESTIMATED TOTAL NUMBER OF HOURS*	HOURLY RATE	TOTAL ANNUAL COST
52	On-Site Fire Alarm Technician/Programmer Standard Work Hour	Hourly	2080	\$65.00	\$135,200.00
53	Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
54	On-Site Fire Alarm Technician/Programmer Non-Scheduled Call Back Services	Hourly	200	\$65.00	\$13,000.00
55	TC&R Services - Fire Alarm Technician/Programmer	Hourly	1050	\$65.00	\$68,250.00
56	TC&R Projects - Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
SECTION B - YEAR 2 FIRE ALARM SYSTEM TESTING AND CERTIFICATION SUBTOTAL:					\$219,450.00
YEAR 3					
ITEM	LOCATION	UOM	ESTIMATED TOTAL NUMBER OF HOURS*	HOURLY RATE	TOTAL ANNUAL COST
57	On-Site Fire Alarm Technician/Programmer Standard Work Hour	Hourly	2080	\$65.00	\$135,200.00
58	Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
59	On-Site Fire Alarm Technician/Programmer Non-Scheduled Call Back Services	Hourly	200	\$65.00	\$13,000.00
60	TC&R Services - Fire Alarm Technician/Programmer	Hourly	1050	\$65.00	\$68,250.00
61	TC&R Projects - Fire Alarm Technician Helper for Repair	Hourly	100	\$15.00	\$1,500.00
SECTION B - YEAR 3 FIRE ALARM SYSTEM TESTING AND CERTIFICATION SUBTOTAL:					\$219,450.00
SECTION B - FIRE ALARM SYSTEM TESTING AND CERTIFICATION TOTAL (YEAR 1 + YEAR 2 + YEAR 3):					\$658,350.00
*The number of Estimated Total Annual Number of Hours per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Aviation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of Estimated Total Annual Number of Hours to differ from the estimates. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Aviation Authority only to pay the Fire Alarm Services provided in the successful Bidder's Bid for the services and materials actually requested by the Aviation Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Bid should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services.					

SECTION C - FIRE ALARM SYSTEM ADDITIONAL SERVICES						
YEAR 1						
ITEM	SERVICES	% (EXPRESSED IN DECIMALS)	(X)	ESTIMATED ANNUAL COST*	(=)	EXTENSION
62	Estimated Annual Cost of Materials Purchased for Fire Alarm System Testing and Certification					\$40,000.00
63	Contractor's Mark-up Percentage (%) over its costs for Materials Purchased for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
64	Estimated Annual Cost of Rentals Used for Fire Alarm System Testing and Certification					\$40,000.00
65	Contractor's Mark-up Percentage (%) over its costs for Rentals Used for Fire Alarm System Testing and Certification	0.000	(X)	\$40,000.00	(=)	\$0.00
66	Estimated Annual Cost of Subcontractor Services Used for Fire Alarm System Testing and Certification					\$40,000.00
67	Contractor's Mark-up Percentage (%) over its costs of Subcontractor Services Used for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
SECTION C - YEAR 1 FIRE ALARM SYSTEM ADDITIONAL SERVICES SUBTOTAL:						\$132,000.00

YEAR 2						
ITEM	SERVICES	% (EXPRESSED IN DECIMALS)	(X)	ESTIMATED ANNUAL COST*	(=)	EXTENSION
68	Estimated Annual Cost of Materials Purchased for Fire Alarm System Testing and Certification					\$40,000.00
69	Contractor's Mark-up Percentage (%) over its costs for Materials Purchased for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
70	Estimated Annual Cost of Rentals Used for Fire Alarm System Testing and Certification					\$40,000.00
71	Contractor's Mark-up Percentage (%) over its costs for Rentals Used for Fire Alarm System Testing and Certification	0.000	(X)	\$40,000.00	(=)	\$0.00
72	Estimated Annual Cost of Subcontractor Services Used for Fire Alarm System Testing and Certification					\$40,000.00
73	Contractor's Mark-up Percentage (%) over its costs of Subcontractor Services Used for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
SECTION E - YEAR 2 FIRE ALARM SYSTEM ADDITIONAL SERVICES SUBTOTAL:						\$132,000.00
YEAR 3						
ITEM	SERVICES	% (EXPRESSED IN DECIMALS)	(X)	ESTIMATED ANNUAL COST*	(=)	EXTENSION
74	Estimated Annual Cost of Materials Purchased for Fire Alarm System Testing and Certification					\$40,000.00
75	Contractor's Mark-up Percentage (%) over its costs for Materials Purchased for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
76	Estimated Annual Cost of Rentals Used for Fire Alarm System Testing and Certification					\$40,000.00
77	Contractor's Mark-up Percentage (%) over its costs for Rentals Used for Fire Alarm System Testing and Certification	0.000	(X)	\$40,000.00	(=)	\$0.00
78	Estimated Annual Cost of Subcontractor Services Used for Fire Alarm System Testing and Certification					\$40,000.00
79	Contractor's Mark-up Percentage (%) over its costs of Subcontractor Services Used for Fire Alarm System Testing and Certification	0.150	(X)	\$40,000.00	(=)	\$6,000.00
SECTION C - YEAR 3 FIRE ALARM SYSTEM ADDITIONAL SERVICES SUBTOTAL:						\$132,000.00
SECTION C - FIRE ALARM SYSTEM ADDITIONAL SERVICES TOTAL (YEAR 1 + YEAR 2 + YEAR 3):						\$396,000.00
GRAND TOTAL HERE AND ON SECTION FOUR - BID PRICE SCHEDULE PAGE. NOTE: The figure shown should match as the "Total Three (3) Year Bid Price." (Section A Total + Section B Total + Section C Total)						\$1,602,480.00

Bidder/Contractor Acknowledgement and Approval

The following information, including an authorized representative signature, is required to be submitted with your bid detail pricing in order to be considered for evaluation and award. The person signing below acknowledges and agrees with all proposed information as submitted as has the authorization of the said company to enter into a contractual agreement with the Aviation Authority for the purposes as proposed and described.

Company Name: Convergent Technologies
Authorized Signature: 
Printed Name/Title: Andy Williams
Date: 8/13/2021

Attachment A - Bidder's Certification

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

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

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

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

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

Company	Sworn to and subscribed before me by means of:
<i>Convergent Technologies</i>	☒ physical presence or ☐ online notarization
Bidder's Signature <i>Andrew P. Williams</i>	this day of <i>August 13</i> 20 <i>21</i>
Print Name and Title <i>Andrew P. Williams General Manager</i>	by <i>Andy Williams</i> who is
	☒ Personally Known; or ☐ Produced Identification. Type of identification produced:
Address:	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
<i>995 W. Kennedy Blvd #35</i>	(STATE OF FLORIDA)
<i>Orlando, FL 32810</i>	COUNTY OF <i>(Orange)</i>
Date <i>8/13/21</i>	Notary Signature: <i>[Signature]</i>
Duns Number	Notary Public My Commission Expires: <i>12-9-24</i>
Federal Tax Id Number	<i>Chelsea Quindardo</i>
Email: <i>Andy.Williams@Convergent.com</i>	Printed, typed or stamped commissioned name of Notary Public

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

Attachment B - Bidder's Questionnaire

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

1. CONTACT INFORMATION

Name of Company Convergint Technologies
Contact Individual Anna Hutchinson
Contact Address 995 W. Kennedy Blvd. Suite 35
City, State, Zip Orlando, FL 32810
Telephone Number 407-814-0225
Email Address anna.hutchinson@convergint.com

2. AUTHORIZED SIGNATORIES

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

<u>Name</u>	<u>Title</u>	<u>Indicate Principal or Authorized Authority</u>
Jeff Holland	Regional Vice President	Authorized Authority
Andy Williams	General Manager	Authorized Authority

3. EXPERIENCE

- a. Years in business: 21
- b. Years in business under this name: 21
- c. Years performing this type of work: 21

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

- a. Provide the Resume of On-Site Fire Alarm Technician/Programmer
- b. EST 4 Certification
- c. EST Certification for Fireworks 9.2
- d. Certification for VESDA Detection Systems

- e. FASA/BASA Certification from the Florida Department of Business and Professional Regulation
- f. NICET Level II
- g. Provide Business License
- h. What is the current staff of company? Will Additional Staff be hired to meet Contract requirements? (Attach List).

5. SCHEDULE

Include the schedule proposed to complete the services as referenced in Section Three, Scope of Work.

6. TOOLS AND EQUIPMENT

Not Applicable

7. LOCAL SERVICE FACILITY, IF APPLICABLE

Not Applicable

8. RECYCLED CONTENT IF APPLICABLE:

Not Applicable

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

Attachment C - Addendum Receipt Verification

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

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Convergent Technologies
Company

Andrew P. Williams
Signature

Andrew P. Williams
Print Name

General Manager
Title

Ref #1. Customer/Client:	Greater Orlando Aviation Authority - GOAA - Maintenance
Date of Services:	Contract began February 2011
Description of Services:	Fire Alarm Test, Inspection, Service, Installation. IED service and installation, AES Mesh, service and installation.
Street Address:	8652 Casa Verde Road
City, State, ZIP Code:	Orlando, FL 32827-4338
Telephone #	Cell: 407-595-5052 Office: 407-825-2486
Contact Person:	Heather Mizenko - Life-Safety Contracts Compliance Coordinator
Email:	Heather.mizenko@goaa.org

Ref # 2. Customer/Client:	Walt Disney World
Date of Services:	January 2020
Description of Services:	Fire Alarm installation, service, test and inspections
Street Address:	Alarms/Key Controls
City, State, ZIP Code:	Lake Buena Vista, FL
Telephone #	Cell: 407-590-0892
Contact Person:	Mark DeMarco - Senior Manager, Technical Services Alarm Systems/Key Control
Email:	Mark.A.Demarco@disney.com

Ref #3. Customer/Client:	Unicorp National Development
Date of Services:	January 2016
Description of Services:	Security, Access Control, Fire Alarm installation, service, Test and inspections
Street Address:	7940 Via Dellagio Way #200
City, State, ZIP Code:	Orlando, FL 32819
Telephone #	(407)999-9985 Ext 2243
Contact Person:	Laura Lane - Assistant Property Director
Email:	

Ref #4. Customer/Client:	
Date of Services:	
Description of Services:	
Street Address:	
City, State, ZIP Code:	
Telephone #	
Contact Person:	
Email:	

DEROSE, DINO
(407)814-0225

TOWN OF EATONVILLE
LOCAL BUSINESS TAX RECEIPT

307 E. KENNEDY BLVD., EATONVILLE, FL 32751
OCTOBER 1, 2020 - SEPTEMBER 30, 2021

No: 786

Date: 9/16/20

Address: 995 W KENNEDY BLVD STE-35
ORLANDO, FL 32810
Activity: CON-OT Contractor ALARM SYSTEM

BUS TAX 100.00
PENALTY
FIRE INSP 80.00
RE-INSPECT
MISC

Total Paid 180.00

OCTOBER 0.00

NOVEMBER 0.00

DECEMBER 0.00

JANUARY 0.00.

Issued to: CONVERGINT TECHNOLOGIES LLC
DEROSE, DINO
995 W KENNEDY BLVD #35
ORLANDO, FL 32810

License Must Be Posted In A Conspicuous Place


TOWN CLERK



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

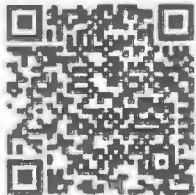
THE ALARM SYSTEM CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: EF0001092

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

John E. DeRemer
District Sales Manager – FL



EDWARDS Detection & Alarm
12 Winding Path Drive
Ponte Vedra, FL 32201
Mobile: 215-275-2579
Email: john.deremer@fs.etc.com

Convergent Technologies (formally known as Commercial Systems Group, Inc.)
995 W Kennedy Blvd, Suite 35
Orlando FL 32810

Attn: Andy Williams

May 21, 2021

Re: Authorized Edwards Systems Technology (EST) National Partner

To whom it may concern:

This is to confirm that, since 1987, Convergent Technologies (formally known as Commercial Systems Group, Inc.) has been a factory-authorized EST Partner and is currently approved to sell, and service, the complete EST product line, to include our newest offering, EST4, in the Orlando and its' surrounding area.

As an EST National Partner, Convergent Technologies has committed to staffing factory trained personnel that can expertly design, service, and program all available EST fire systems and products. In addition, Convergent not only employs multiple factory EST trained technicians but also maintains a large inventory of equipment to support installed EST systems as required as part of the Edwards dealer agreement.

Convergent Technologies, is a highly-valued, and well respected, EST National Partner, and has been so for over 30 years.

If you have any further questions, please do not hesitate to contact me.

Regards,

A handwritten signature in black ink, appearing to read "John E. DeRemer, Jr." with a stylized flourish at the end.

John E. DeRemer, Jr.
District Sales Manager- FL
EDWARDS Detection & Alarm



AES-IntelliNet® Authorized Dealer

Presented to

Convergint Technologies

For your demonstrated commitment to service excellence, network reliability, and uptime assurance. You are hereby recognized as an AES Authorized Dealer whose network installation has been inspected and certified as meeting AES recommended best practices and installation standards.



Jim Burditt
Vice President of Sales

Effective: January 1, 2021
Dealer Number : DLR1594
Authorized Region : North America



Phone 502.267.7436

Fax 502.267.9070

www.atlasied.com

May 27, 2021

To Whom It May Concern:

Innovative Electronic Designs is the sole provider for the hardware and software that supports the Innovative Electronic Designs (IED) Announcement Control Systems (ACS) and GLOBALCOM® (ACS). This unique and proprietary hardware and the necessary software to operate it is the exclusive property of IED and are protected by multiple patents and proprietary protocols. IED uses a network of certified dealers/integrators to provide, install, service, and maintain its systems. Migration from past platforms requires the highest level of airport integration experience and system knowledge.

Effective, May 14th, 2021, Convergent Technologies (Orlando Office and South Carolina Offices) is an Innovative Electronic Designs (IED) Certified Integrator eligible for Airports in the areas served by the Orlando/South Carolina offices. Convergent has been trained in sales and installation for services of IED systems and currently maintains the continuing service contract at MCO.

If I can provide any further information, please respond accordingly.

Best Regards,

A handwritten signature in black ink, reading "Charles A. Kowalczyk".

Charles A. Kowalczyk
National Sales Manager

GLOBALCOM®

AtlasIED

Charles.Kowalczyk@AtlasIED.com



Phone 972.875.8413

Fax 972.875.8416

www.atlasied.com

Authorized Dealer/Distributor Letter

5/24/2021

To whom it may concern:

This letter is to certify that Convergent Technologies 955 W Kennedy BLVD #35 Orlando FL 32810 is an authorized Dealer in the United States for products of Atlas Sound, LP.

Convergent Technologies is authorized to promote, distribute, and sale products of Atlas Sound to/for AV applications. Convergent Technologies has the direct support and assistance of the Atlas Sales, Customer Service and Technical Assistance teams.

Regards,

A handwritten signature in black ink, reading "Patrick D. Nunnally".

**Patrick D. Nunnally
Regional Sales Manager - Southeast**

CONTRACT MANAGER

Kevin Wicks, SET

Experience 06/04 thru current Convergent Technologies (CSG) Orlando, Fla.
Program Manager

- Perform service on Fire Alarm, Fireworks, MESH system and IED system,
- 8 years assigned to OIA to program, service and maintain the EST-3 Fire alarm system network including the EST FireWorks computer network.
- Maintain and service the GOAA Mesh Network and network of MESH transmitters (85) installed in buildings thru out GOAA property to monitor the fire alarm systems.
- Maintain and service the Fire Alarm systems in 32 GOAA properties.
- Maintain and service the Central Station Computer system, AES receivers, IP links that the Mesh Transmitters report to located in the GOAA Comm Ct. and room 4410.
- Supervise the night crew that performs Test and Inspections at OIA and various GOAA properties.
- Program and service the IED ECS in the SAPM

1998-2004 Audio Systems of Fla Longwood, Fla

- Assigned to the Construction Dept, to install and program various low voltage systems.
- Performed job lead responsibilities.
- Completed several high-profile projects including Mission Space at Epcot Center. I worked closely with Ride Engineers and the Disney Life Safety Dept in programming the EST 3 fire alarm system to their specific needs.
- Assigned to OIA, worked on and programmed projects including A and B garage expansions and renovation of LS1 A and B, and the moving of the Comm Ctr to its current location.
- Upon completing each OIA project created as built drawings using AutoCAD.

CERTIFICATIONS

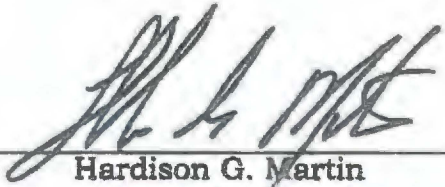
NICET level III Fire Alarm Systems cert #104100
EST3 cert 05/03
EST 3 MODCOM cert 05/03
EST FireWorks cert 07/10,12/16
EST Managed Industrial Ethernet Switch cert 01/17
EST Fireworks network cert 01/17
EST Mass Notification 03/15
AES MESH network cert 03/20
IED CTI cert 09/15,01/21

Innovative Electronic Designs, LLC
Louisville, Kentucky

Kevin Wicks

This certificate of successful completion of the IED GLOBALCOM
Hands-On learning experience qualifies Kevin to professionally
represent IED as a sales and installation expert.
Presented on this 17th day of September, 2015

INNOVATIVE
electronic designs **IED**[®]


Hardison G. Martin
CTO



This is to certify that

Kevin Wicks
CONVERGINT TECHNOLOGIES LLC

has successfully completed

FireWorks Network
focusing on the requirements set forth in NFPA 72 2016 Section
10.5.3.5 for Programming Personnel

Course Hour(s): 16

Date Marked Completed: 1/13/2017

Amanda S. Payne
Director, Edwards Learning Center



This is to certify that

Kevin Wicks
CONVERGINT TECHNOLOGIES LLC

has successfully completed

FireWorks Certification
focusing on the requirements set forth in NFPA 72 2016 Section
10.5.3.5 for Programming Personnel

Course Hour(s): 38

Date Marked Completed: 12/15/2016

Amanda S. Payne
Director, Edwards Learning Center



This is to certify that

Kevin Wicks
CONVERGINT TECHNOLOGIES LLC

has successfully completed

EST3 Series Certification
focusing on the requirements set forth in NFPA 72 2016 Section
10.5.3.5 for Programming Personnel

Course Hour(s): 38

Date Marked Completed: 6/6/2003

Amanda S. Payne
Director, Edwards Learning Center



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

Providing Certification Programs Since 1961

BE IT KNOWN THAT

Kevin Wicks

IS HEREBY AWARDED THE FOLLOWING CERTIFICATION

Fire Alarm Systems Level III

Certification Number **104100**

Valid Through **2023-09-01**



**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

CHAIR OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



This is to Certify that
Charles Delgado
Convergent Technologies/Orlando

has successfully completed
FireWorks Certification

focusing on the requirements set forth in NFPA 72 2016 Section 10.5.3.5 for
Programming Personnel

Course Hour(s): 30

Date Marked Completed: 05/10/2019

050619-CS

A handwritten signature in black ink, appearing to read 'Robert Scott'.

Director, Training Operations

FIRE ALARM SYSTEM AGENT

The bearer of this card has met the training
requirements pursuant to Section 489.5185, F.S



Alexander McGrath-Manco
Convergint Technologies
995 W. Kennedy Blvd. Suite 35
Orlando, FL 32810

Alexander McGrath-
Digitally Signed
Manco

Qualifier: John Jones

Issued: 2020-05-27

License #: EF0001092

Expires: 2022-05-27



Issued by: Alarm Association of Florida
Authorized DBPR Provider # 0001140

**Swipe LEFT or RIGHT to toggle between your
BASA and FASA badges.**

**A
C
T
I
V
E**

FIRE ALARM SYSTEM AGENT

The bearer of this card has met the training
requirements pursuant to Section 489.5185, F.S.



Tomas Pereira
Convergint Technologies
995 West Kennedy Blvd. Suite
35
Orlando, FL 32810

Tomas Pereira
Digitally Signed

Qualifier: John Jones

Issued: 2020-04-14

License #: EF0001092

Expires: 2022-04-14



Issued by: Alarm Association of Florida
Authorized DBPR Provider # 0001140

**Swipe LEFT or RIGHT to toggle between
your BASA and FASA badges.**

Accreditation Certificate



This certifies that

Kevin Julia

Convergent Technologies

has successfully completed the 16-hour factory certification training covering the application, design, installation and maintenance of

VESDA Air-sampling Smoke Detection Systems

and is hereby awarded 1.6 Continuing Education Units (CEU's), as set forth by Xtralis.

This trainee has demonstrated a practical knowledge of the VESDA equipment and applicable software and instruction manuals.

Date Issued: Feb. 27/20

Expiration Date: Feb. 27/23

Location: Kentucky

Trainer: Bob Nagy

VESDA
CERTIFICATE



This is to certify that
Edwin Vergara
CONVERGINT TECHNOLOGIES LLC

has successfully completed
EST4 Certification Course
focusing on the requirements set forth in NFPA 72 2016 Section
10.5.3.5 for Programming Personnel

Course Hour(s): 38

Date Marked Completed: 7/19/2019

Amanda S. Payne
Director, Edwards Learning Center



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

Providing Certification Programs Since 1961

BE IT KNOWN THAT

John H. Jones

IS HEREBY AWARDED THE FOLLOWING CERTIFICATION

Fire Alarm Systems Level IV

Certification Number **93303**

Valid Through **2024-03-01**

VERIFY ONLINE

nicet.org/verify

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

CHAIR OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



**NATIONAL INSTITUTE FOR CERTIFICATION
IN ENGINEERING TECHNOLOGIES®**

Providing Certification Programs Since 1961

BE IT KNOWN THAT

Tomas F Pereira

IS HEREBY AWARDED CERTIFICATION AT

Level I

IN FIRE ALARM SYSTEMS

**BASED UPON SUCCESSFUL DEMONSTRATION OF REQUISITE KNOWLEDGE,
EXPERIENCE AND WORK PERFORMANCE AS SET FORTH BY THIS INSTITUTE.**

Certification Valid Through 02/01/2024

CERTIFICATION NUMBER 153631

CHAIRMAN OF THE NICET BOARD OF GOVERNORS

A DIVISION OF THE NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS



This is to certify that

Chris C Schronski
CONVERGINT TECHNOLOGIES

has successfully completed

EST4 Certification Course
focusing on the requirements set forth in NFPA 72 2016 Section
10.5.3.5 for Programming Personnel

Course Hour(s): 38

Date Marked Completed: 8/18/2020

Amanda S. Ryne
Director, Edwards Learning Center



Edwards Learning Center

This is to certify that
Shaun Thomas
Convergint Technologies

has successfully completed

EST4 Certification Course
focusing on the requirements set forth in NFPA 72 2016 Section
10.5.3.5 for Programming Personnel

Course Hour(s): 38

Date Marked Completed: 7/24/2020

Amanda S. Payne
Director, Edwards Learning Center



995 West Kennedy Blvd., Orlando, FL, 32810
Phone 407-814-0225

Current Staff of Company at Orlando International Airport

Service:	Kevin Wicks
Test & Inspection:	Tomas Perelra Alex McGrath
Commercial:	Jack Jones Charles Delgado Joe Hale Berty Martinez Hugo Fajardo

Convergent will not be hiring additional staff for this project.

Attachment D - Conflict of Interest Disclosure Form

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

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

Comments:

Acknowledged by:

Andrew Williams

Chelsea Quindardo

Firm Name:

Convergent Technologies

Signature of Authorized Representative:

Andrew Williams

Name and Title (Print or Type):

Andrew P. Williams CSM

Date:

8/13/21



Chelsea Quindardo
Notary Public
State of Florida
Comm# HH070542
Expires 12/9/2024

Attachment E - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: _____

By: _____

(Authorized Signature)

Title: _____

Date: _____

Attachment F – MWB/LDB Forms (not applicable)

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

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

DG Investment Intermediate Holdings 2, Inc.

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

Convergent Technologies LLC

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

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

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

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

☐ Other (see instructions) **P**

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

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

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

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

One Commerce Drive

Remit to: **35257 Eagle Way**

6 City, state, and ZIP code

Schaumburg, Illinois 60173

Chicago, IL 60678-1352

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

90-0881132

or

Employer identification number

90-0881132

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person **P**

Date **January 5, 2021**

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2021

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C No. Ext): 1-877-945-7378 **FAX (A/C No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURED
Convergint Technologies LLC #410
Location #410
One Commerce Drive
Schaumburg, IL 60173

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Insurance America Inc	24554
INSURER B: Federal Insurance Company	20281
INSURER C: XL Specialty Insurance Company	37885
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W21013702

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR. INFO: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
			CGS 7409054 09	03/01/2021	03/01/2022	MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	POLICY ☒ PROJECT ☒ LOC					GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CAD 7459994	03/01/2021	03/01/2022	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB ☒ EXCESS LIAB	☒ OCCUR ☐ CLAIMS-MADE	9365-2578	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 10,000,000
	DED RETENTION \$					AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	CWD 7459993	03/01/2021	03/01/2022	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation and Employers Liability (WI)

Policy #CWR 7459998

Applies Per Statute

Insurance Carrier: XL Specialty Insurance Company NAIC # 37885

Policy Term: 03/01/2021 - 03/01/2022

E.L. EACH ACCIDENT: \$1,000,000

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Convergent Technologies LLC #410 Location #410 One Commerce Drive Schaumburg, IL 60173	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

E.L. DISEASE - EACH EMPLOYER: \$1,000,000

E.L. DISEASE - POLICY LIMIT: \$1,000,000

Attachment I - Letter of Bondability

Willis Towers Watson 

Telephone: 312-288-7184
Website: www.willistowerswatson.com
E-mail: Sarah.E.Green@willistowerswatson.com

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

Re: Surety Bondability Letter
Respondent: Convergent Technologies LLC
Project: IFB13-22 - Fire Alarm System Testing, Certification and Repair
Required Performance and Payment Bond Amount: \$500,000

To Whom It May Concern:

Please be advised that Hartford Fire Insurance Company currently provides bonding credit to Convergent Technologies LLC. At the time of this letter, Hartford Fire Insurance Company carries an AM Best rating of A+ XV and is listed in the US Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Reserving the Surety's right to practice normal underwriting functions, Hartford Fire Insurance Company is prepared to provide favorable consideration for suretyship offering a single limit of \$10,000,000 and aggregate limit of \$40,000,000. The statement of these values is neither a commitment nor a limitation of the bonding capacity of Convergent Technologies LLC.

Should Convergent Technologies LLC be awarded the above-captioned contract where surety bonds are required we fully anticipate being in a position to arrange for the required performance and payment bonds, subject to the Surety's review and approval of the contract terms and conditions, and the application of such other underwriting criteria as are pertinent at the time said bonds are requested by Convergent Technologies LLC. Therefore, the arrangement for bonds is always a matter solely between the Surety and Convergent Technologies LLC, and we assume no liability to you or to third parties by the issuance of this letter.

We hold Convergent Technologies LLC in the highest possible regard. If we can provide further assurance or assistance, please do not hesitate to contact our office.

Sincerely,



Sarah E. Green, Attorney-In-Fact
Hartford Fire Insurance Company



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint

Sarah E. Green of Chicago, IL

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. N/A

on behalf of Converjint Technologies LLC

naming

N/A as Oblige in the amount of See Bond Form

on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 24, 2021.

Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

Willis Towers Watson LLP

March 4, 2020

Re: Convergent Technologies LLC Experience Modification

To Whom It May Concern:

The experience modification for Convergent Technologies LLC for the current and most recent 5 years is outlined below.

03/01/2016 – 03/01/2017	.54
03/01/2017 – 03/01/2018	.53
03/01/2018 – 03/01/2019	.59
03/01/2019 – 03/01/2020	.66
03/01/2019 – 03/01/2021	.69

If you have any questions, please feel free to contact our office.

Sincerely,

Coleman Lieb

Coleman Lieb
Client Manager, Construction

Willis Towers Watson
Willis Towers Watson Midwest, Inc.
233 S. Wacker Drive, Suite 2000, Chicago, IL 60606
Direct: +1 312 288 7769
Coleman.Lieb@WillisTowersWatson.com

Not Applicable

Attachment J – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, Purchasing Bid No 19-21 Fire Alarm System Testing, Certification and Repair for Orlando International Airport, opening at 3:00 p.m. EST, May 5, 2021, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed



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

Detail by Entity Name

Foreign Limited Liability Company
CONVERGINT TECHNOLOGIES LLC

Filing Information

Document Number	M02000000248
FEI/EIN Number	36-4444620
Date Filed	01/29/2002
State	DE
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	12/14/2018
Event Effective Date	NONE

Principal Address

1 COMMERCE DRIVE
SCHAUMBURG, IL 60173

Changed: 01/22/2019

Mailing Address

1 COMMERCE DRIVE
SCHAUMBURG, IL 60173

Changed: 01/22/2019

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS ST
Suite 4
TALLAHASSEE, FL 32301

Name Changed: 02/28/2018

Address Changed: 02/28/2018

Authorized Person(s) Detail

Name & Address

Title MANAGER

BOUTWELL, JIM
1 COMMERCE DRIVE

SCHAUMBURG, IL 60173**Title MANAGER****BERGSCHNEIDER, ALAN
1 COMMERCE DRIVE
SCHAUMBURG, IL 60173****Title MANAGER****LOCHIATTO, KEN
1 COMMERCE DRIVE
SCHAUMBURG, IL 60173****Annual Reports**

Report Year	Filed Date
2019	01/22/2019
2020	04/27/2020
2021	04/23/2021

Document Images

04/23/2021 -- ANNUAL REPORT	View image in PDF format
04/27/2020 -- ANNUAL REPORT	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
12/14/2018 -- LC Amendment	View image in PDF format
07/26/2018 -- ANNUAL REPORT	View image in PDF format
02/28/2018 -- CORLCRACHG	View image in PDF format
04/18/2017 -- ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- ANNUAL REPORT	View image in PDF format
05/01/2014 -- ANNUAL REPORT	View image in PDF format
05/01/2013 -- ANNUAL REPORT	View image in PDF format
05/01/2012 -- ANNUAL REPORT	View image in PDF format
01/13/2011 -- ANNUAL REPORT	View image in PDF format
01/11/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
02/19/2008 -- ANNUAL REPORT	View image in PDF format
02/03/2007 -- ANNUAL REPORT	View image in PDF format
07/05/2006 -- ANNUAL REPORT	View image in PDF format
02/17/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
04/15/2003 -- ANNUAL REPORT	View image in PDF format
01/29/2002 -- Foreign Limited	View image in PDF format

1. Appointment of Officers

It is Resolved that as of the date hereof, the incumbent officers of the LLC are hereby removed, and the following officers are hereby elected, each to serve in the office set forth opposite his or her name below, until his or her successor is duly elected and shall have qualified or until his or her earlier death, resignation or removal.

Dan Mocerì	Executive Chairman
Ken Lochiatto	CEO
Jim Boutwell	President/COO
Kathryn Ingraham	Vice President, General Counsel and Secretary
Alan Bergschneider	Vice President, CFO and Treasurer
Mike Mathes	Executive Vice President
Sean Flint	Executive Vice President
Tony Varco	Vice President, Security & Marketing
Barry Yatzor	Vice President, Fire Alarm and Life Safety
Bhuvana Badrinathan	Vice President and CIO
Laura Mueller	Vice President of Human Resources
Karen Pepping	Vice President and Chief Accounting Officer
Walter W. Winkel III	Vice President
Jeff Rogers	Vice President
Mike Singer	Vice President
William Gannet	Vice President
Tim Beasley	Vice President
Lawrence Hillman	Vice President
Jim Kishish	Vice President
Dave Vitullo	Vice President
Jim Maymon	Vice President
Jeff Holland	Vice President
Mike Brant	Vice President
Paul Thomas	Vice President
Kevin Donegan	Vice President of Strategy
Mike Duncan	Vice President of Global Accounts

Eric Yunag

Vice President of Strategic Initiatives

Bill Casali

Assistant Secretary

Scott Strange

Assistant Secretary

2. Signing Authority for: Convergent Technologies LLC

It is resolved that the following signing authority is hereby ratified, adopted and approved:

Real property leases and amendments thereto shall be vested in each of the following two individuals:

- *Vice President/General Counsel,*
- *Vice President/CFO,*

Vendor and distributor agreements shall be vested in each of the following:

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*
- *Barry Yatzor-Vice President, Fire Alarm and Life Safety,*
- *Tony Varco-Vice President, Security*

Non-disclosure agreements shall be vested in:

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Executive Vice President,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*
- *Any one of the Vice Presidents listed above in Section 1,*
- *Kevin Sheridan, Director of Financial Institution Services*
- *Henry Kedzierski, Director of Credit & Accounts Payable*
- *Amir Shechter, Director Advance Solutions – Enterprise Services*
- *Scott Strange, Assistant Secretary*

Total approved customer contracts with a value equal to or over \$10M shall be vested in:

Any two of:

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Executive Vice President,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*

Total approved customer contracts with a value up to \$10M shall be vested in:

Any one of:

- *Executive Chairman,*
- *CEO,*
- *President/COO,*
- *Executive Vice President,*
- *Vice President/General Counsel,*
- *Vice President/CFO,*

Total approved customer contracts with value up to \$1,000,000 shall be vested in:

- *Any one of the Vice Presidents listed above in Section 1*

Total approved customer contracts with value up to \$500,000 shall be vested in:

- *Any General Manager*
- *Business Development Manager – Dino DeRose*

Total approved customer contracts with value up to \$100,000 shall be vested in:

- *Any Operations Manager*
- *Director, Acquisitions Operations – Andy Gross*
- *Operations Supervisor – Geri Smith*
- *Operations Supervisor – Joe Sena*
- *Technical Operations Manager – Nick Slnk*
- *Technical Operations Manager – Timothy Davis*
- *Service Manager – Chris Parris*
- *Service Manager – Tim Pugh*
- *Service Manager – Michael Maggio*
- *Service Operations Manager – Ryan Mount*
- *Installation Manager – Mike Semonella*
- *Office and Contracts Manager Seattle – Shana Hon*
- *Contracts Manager – Christine Felder*
- *Sales Manager – Kris Painter*
- *Sales Manager – Stephanie Meurer*
- *Region Service Manager – Keith Johnson*
- *Service Supervisor – Jared Schroeder*

Signing authority for customer contracts includes related ancillary documents such as RFPs/bids, work orders, change orders, lien releases.

Total approved purchase orders for capital and operating expenditures (non-materials) up to \$100,000 shall be vested in:

- *Any one of the Vice Presidents listed above in Section 1*

Audit related invoices up to any dollar amount shall be vested in:

- *CEO*
- *Vice President/CFO*
- *Vice President and Chief Accounting Officer*

Tax signing authority, including tax returns, tax payments, tax audit settlements and statute extensions shall be vested in:

- *CEO*
- *Vice President/CFO*
- *Vice President and Chief Accounting Officer*

Tax signing authority, including tax returns, tax payments, tax audit settlements and statute extensions with a liability up to \$500,000 shall be vested in:

- *Director of Tax – Bill Kladis*

Tax signing authority, including tax returns, tax payments, tax audit settlements and statute extensions with a liability up to \$100,000 shall be vested in:

- *Sales and Use Tax Manager – Matt Wenzel*

January

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
GOAA Out Buildings	GOAA Out Buildings	GOAA Out Buildings	GOAA Out Buildings	GOAA Out Buildings	GOAA Out Buildings	
12	13	14	15	16	17	18
A Garage	A Garage	A Garage	A Garage	A Garage		
19	20	21	22	23	24	25
B Garage	B Garage	B Garage	B Garage	B Garage		
26	27	28	29	30	31	
C Garage	C Garage	C Garage	C Garage	C Garage		

February

2021

Sunday

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Tuesday

Wednesday

Thursday

Friday

Saturday

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Airside 3

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March

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Airside 3	2 Airside 3	3 Airside 3	4 Airside 3	5	6	7
8 Airside 3	9 Airside 3	10 Airside 3	11 Airside 3	12	13	14
15 Airside 3	16 Airside 3	17 Airside 3	18 Airside 4	19	20	21
22 Airside 4	23 Airside 4	24 Airside 4	25 Airside 4	26	27	28
29 Airside 4	30 Airside 4	31				

April

2021

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Tuesday

Wednesday

Thursday

Friday

Saturday

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May

2021

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South Complex

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South Complex

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South Complex

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South Complex

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South Complex

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South Complex

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South Complex

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June

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	South Complex	South Complex	South Complex	South Complex		
7	8	9	10	11	12	13
South Complex	South Complex	South Complex	South Complex	South Complex		
14	15	16	17	18	19	20
South Complex	South Complex	Undetermined/ Finishing areas if behind schedule	Undetermined/ Finishing areas if behind schedule			
21	22	23	24	25	26	27
Undetermined/ Finishing areas if behind schedule	Undetermined/ Finishing areas if behind schedule	Undetermined/ Finishing areas if behind schedule	Undetermined/ Finishing areas if behind schedule	Undetermined/ Finishing areas if behind schedule		
28	29	30				
Undetermined/ Finishing areas if behind schedule	Undetermined/ Finishing areas if behind schedule					

July

2021

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Saturday

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**Undetermined/
Finishing areas if
behind schedule**

**Undetermined/
Finishing areas if
behind schedule**

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August

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October

2021

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Airside 1

Airside 1

Airside 1

Airside 1

November

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Airside 1	2 Airside 1	3 Airside 1	4 Airside 1	5	6
	8 Airside 1	9 Airside 1	10 Airside 1	11 Airside 1	12	13
	15 Airside 1	16 Airside 1	17 Undetermined/ Finishing areas if behind schedule	18 Undetermined/ Finishing areas if behind schedule	19	20
	22 Undetermined/ Finishing areas if behind schedule	23 Undetermined/ Finishing areas if behind schedule	24 Undetermined/ Finishing areas if behind schedule	25	26	27
	29 Elevator Fire Alarm Testing	30				28

December

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 Elevator Fire Alarm Testing	2 Elevator Fire Alarm Testing	3 Elevator Fire Alarm Testing	4	5
6 Elevator Fire Alarm Testing	7 Elevator Fire Alarm Testing	8 Elevator Fire Alarm Testing	9 Elevator Fire Alarm Testing	10 Elevator Fire Alarm Testing	11	12
13 GOAA Out Buildings	14 GOAA Out Buildings	15 GOAA Out Buildings	16 GOAA Out Buildings	17 GOAA Out Buildings	18	19
20 GOAA Out Buildings	21 GOAA Out Buildings	22 GOAA Out Buildings	23 GOAA Out Buildings	24	25	26
27 GOAA Out Buildings	28 GOAA Out Buildings	29 GOAA Out Buildings	30 GOAA Out Buildings	31		



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB 13-22

Title: FIRE ALARM SYSTEM TESTING, CERTIFICATION AND REPAIR

DATE OF ISSUE: August 2, 2021

NON-MANDATORY

PRE-BID CONFERENCE: on Monday, August 9, 2021 at 10:00 a.m., EST.

PRE-BID LOCATION: Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, FL, 32827 or GoToMeeting:

<https://global.gotomeeting.com/join/613785141>

1-866-899-4679 - Access Code: 613-785-141

DEADLINE FOR QUESTIONS August 10, 2021, 2:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Vlad Opreanu

Title: Senior Purchasing Agent

Phone: (407)-825-6427

Email: vlad.opreanu@goaa.org

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

IFB DUE DATE: August 16, 2021

IFB DUE TIME: 3:00 pm, EST, Orlando, FL

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The Greater Orlando Aviation Authority (GOAA) now uses an online solicitation platform powered by Merrell USA (formerly Negometrix USA) to post and accept submissions for open solicitations.

GOAA encourages you to register on the Negometrix platform and to add commodity codes to your account so that you will automatically be notified of solicitation opportunities with GOAA that may be of interest to your firm.

Register on Negometrix 4

Registration is a simple and free process that takes only a few minutes. Please click the link below and fill out the registration form. GOAA believes that this online transition will be of benefit to all vendors, greatly reducing the time and cost attributed with printing and shipping multiple copies of solicitation responses. To register with Negometrix follow the link:

<https://app.negometrix.com/registration>.

If you already have a Negometrix 4 profile, you will not need to register again to participate in GOAA bids.

You can find all current GOAA solicitations at: <https://app.negometrix.com/buyer/5681>

Additional Information

Suppliers can check out the support video in the link below for a full walkthrough of the Negometrix 4 platform, after registering to submitting your first solicitation:

<https://youtu.be/4mpFfFaPp2M>

Need Assistance?

The Service Desk for the Negometrix 4 platform is available from Monday – Friday, 9:00 am – 8:00 pm EST for any assistance you may need. You can check out frequently asked questions on their Support Page, <https://help.negometrix.com/en/support/home>, or find the contact information below:

Negometrix Service Desk

Email: servicedesk.us@negometrix.com

Phone: (724) 888-5294

1.0 **GENERAL INFORMATION**

1.1 **Intent/Purpose**

The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide Fire Alarm System Testing, Certification and Repair. The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.

1.2 **Solicitation Information**

Bid documents may be examined and are available for download from the Aviation Authority's Purchasing Department's website www.orlandoairports.net/purchasing or by visiting GOAA's online solicitation platform powered by Merrell USA (formerly Negometrix USA) at <https://app.negometrix.com/buyer/5681>.

- a. Negometrix provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. **There is no charge to the Bidder to register and any award resulting from this solicitation will not require any payment by the Bidder to Merrell USA.**
- b. If a Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.
- c. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation. The last date for questions pertaining to this Solicitation is **August 10, 2021, 2:00 p.m. (EST)**. Questions after this date and time will not be answered. Questions will be answered via addendum and posted to <https://app.negometrix.com/buyer/5681>.
- d. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum and posted on Negometrix 4.
- e. Late Bids, as determined by the official time clock located in the Purchasing Department's Office will not be considered and may be returned to the Respondent as non-responsive.
- f. Bid openings shall be public, opened on the date and at the time specified on the Bid form. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.

- g. The Bid Summary is posted to Aviation Authority's Purchasing Department's website at www.orlandoairports.net/purchasing and on Negometrix 4 website: <https://app.negometrix.com/buyer/5681>
- h. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid as detailed in Section Seven, Bid Submittals.
- i. Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.
- j. **Unless otherwise noted in the Bid document, Bidders shall submit one Bid Response only.**
- k. Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.

1.3 Contract Period/Initial Term

- a. The Contract period will be for **thirty-six (36) months** with the **Initial Term** to commence on or about October 1, 2021, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**.
- b. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Aviation Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a

percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.

1.4 Evaluation of Bid Award

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

- a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.
- b. In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:
 - 1) Total Cost;
 - 2) Past Performance. In order to evaluate past performance, all Bidders are required to submit three (3) references illustrating a minimum of three (3) years' relevant service that are the same or similar in requirements and magnitude of this IFB. For company name and/or ownership changes, appropriate documentation shall be required. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes. A concise but thorough description of the Contractor services provided to each of the references submitted to the Aviation Authority is required. The Aviation Authority may be listed as one reference only;
 - 3) All requirements associated with this Bid as described in Section 3, Scope of Work/Specifications; and
 - 4) Bidders shall provide the documentation as listed in Section 7, Bid Submittals.

1.5 Communications; Questions Regarding Specifications or Bidding Process

- a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.
- b. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Manager of Board Services.

- 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 selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any Aviation Authority staff and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking Solicitations, making recommendations or making an award, is prohibited from the time that the Solicitation is released to the time that the award is made.

1.6 Notice of Intent to Award Contract

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

1.7 Public Meetings/Public Records

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

1.8 Code of Ethics and Business Conduct Policy

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

2.0 SPECIAL CONDITIONS

2.1 Bidder's Qualification

- a. Bids will be considered from Bidders who have qualified personnel and equipment who are so situated as to perform prompt service or provide required goods. The Aviation Authority reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the Contract.
- b. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company with the best business practices.
- c. **Minimum Requirements**
 - 1) Bidders that do not meet the minimum requirements listed herein as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.
 - 2) Bidder must have a minimum of five (5) years' experience with:
 - a) Fire Alarm System Testing, Certification and Repair Services and
 - b) Mass Notification System Repair Services on Type 4 systems.
 - 3) Bidder must provide a copy of the following required Licenses and Certifications with their Bid Submittal:
 - a) Business License.
 - b) State of Florida Fire Alarm Contractor Certification.
 - c) Letter of Bondability in the amount of Five Hundred Thousand Dollars (\$500,000) as described in Section 2.3.
 - d) Proof of insurance requirements for AOA Access (Refer to Section 2.4).
 - e) EST 4 Certification.
 - f) EST Certification for Fireworks 9.2.
 - g) Certification for VESDA Detection Systems.
 - h) FASA/BASA Certification from the Florida Department of Business and Professional Regulation.
 - i) NICET Level II.

- j) Mass Notification System Integrator Certification as described in Section 3.1.i – Enterprise System Integrator.

2.2 References

- a. All Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a **minimum of three (3) years of commercial service** (see Attachment B, Section 9, References). The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility, qualifications, and ability of the Contractor and its Subcontractors to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.
- b. The Aviation Authority reserves the right to inspect all facilities of the Bidder and its Subcontractors. The Aviation Authority reserves the right to reject any Bid if the evidence submitted by or investigation of such Contractor or its Subcontractors, fails to satisfy the Aviation Authority that such Contractor is a responsive and responsible Contractor in accordance with the criteria set forth herein.

2.3 Surety Bonds/Letters of Credit/Liability Insurance

A Surety Bond/Letter of Credit is required for this Contract.

- a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Awarded Contractor shall furnish to Aviation Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Aviation Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the Initial Term of the Contract in a penal sum equal to **Five Hundred Thousand Dollars (\$500,000.00)**.
- b. The Awarded Contractor may elect to provide Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Five Hundred Thousand Dollars (\$500,000.00)**, and issued on Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Awarded Contractor shall provide Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term** after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Aviation Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation

Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.

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

Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.

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

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

Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

- j. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.

2.4 **Insurance Requirements**

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

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

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

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

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

- c. **Professional/Errors & Omissions Liability Insurance. Not applicable.**
- d. **Garage Liability Insurance. Not applicable.**
- e. **Garagekeepers Insurance. Not applicable.**
- f. **Crime Coverage. Not applicable.**
- g. **Pollution/Environmental Liability Insurance. Not applicable.**
- h. **Cyber/Privacy Liability Insurance. Not applicable.**
- i. **Other Insurance Requirements.** Contractor agrees to the following as it relates to all above required insurance:
 - 1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
 - 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance Aviation Authority may possess, and that any other insurance Aviation Authority does possess shall be considered excess insurance only.
 - 3) Insurance shall be carried with an insurance company or companies which meet the requirements of this Insurance Section and said policies shall be in a form acceptable to Aviation Authority.
 - 4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to Aviation Authority.
 - 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando.
 - 6) A properly completed and executed Certificate of Insurance on a form provided or approved by Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall

be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Agreement and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Agreement.

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

2.5 Verification of Employment Status

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

the Contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.

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

2.6 Identification and Access Requirements

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

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

g. Fees Associated with Identification Badges and Keys

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

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

- h. Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, Aviation Authority shall be entitled to recover liquidated damages of \$250.00 for every Contractor Responsible Employee presented to the Aviation Authority for

access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Contractor is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Aviation Authority.

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

j. **Customs and Border Patrol Badge**

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

Less than 15	\$25,000.00
Between 15 - 25	\$50,000.00
More than 25	\$100,000.00
- 3) The CF 301 Bond can be designated as an import/broker bond, warehouse bond, international carrier bond, or a non-specific Airport Security Bond.

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

2.7 Airport Security

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

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

Not Applicable

2.9 Local Developing Business ("LDB") Participation Program

Not Applicable.

2.10 Good Faith Effort for MWBE and LDB Participation Program

Not Applicable.

2.11 Performance/Invoicing

- a. The Aviation Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.
- b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- c. The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- d. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to

pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.

- e. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable goaa-ap@goaa.org

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 General

a. Scope of Work:

The Contractor shall provide all labor, supervision, training, on-site parts, Subcontract support, materials, tools and equipment, licenses, permits, testing, technical services, consulting services, repair and replacement parts, materials and supplies, equipment, tools (including any necessary special tools and equipment) and all other accessories, services, facilities, activities and procedures as deemed necessary, or proper for, or incidental to, performing all fire alarm and mass notification system testing, maintenance and certification at the Orlando International Airport (OIA) on all the Systems identified on Exhibit 1 on page 34 and as noted in Exhibits 3 on page 36 and Exhibit 4 on page 37 in accordance with this Specification.

b. Regulations:

- 1) The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2) 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.
- 3) 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 representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- 4) During the performance of this Contract, Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.
- 5) The AAR has final say on any questions regarding code interpretation. The Aviation Authority may request an interpretation of any code from the appropriate Authority Having Jurisdiction (AHJ) organization.

c. Work Hours:

- 1) The Contractor shall provide a full time Fire Alarm Technician/Programmer on-site to perform repair services between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday (standard hours) excluding Aviation Authority observed holidays. Work during any other hours and on weekends/ GOAA holidays are non-standard hours. The repair services shall not be performed outside of these hours, unless it is deemed an emergency by the Aviation Authority through a notification by the Central Plant Operators.
- 2) Inspection, Testing, and Certification services shall only be performed between the hours of 10:00 P.M. and 6:00 A.M, Sunday night through Friday morning with the exception of the Hyatt Hotel.
- 3) All work at the Hyatt must be prescheduled and coordinated with both the AAR or designee and the Hyatt Engineering staff to ensure minimum disruption to their daily operation. Testing of audible devices and strobes will not be scheduled during the overnight hours between (4:01 p.m. and 6:59 a.m.). Initiating devices may be scheduled during normal overnight hours (4:01 p.m. and 6:59 a.m. Monday through Friday).
- 4) The Fire Alarm technician(s) shall report to the Aviation Authority's Central Plant Operator upon arrival and sign into the contractor's log located in the Central Plant unless the service address is not located in the Landside Terminal or one of the Airsides. These areas will require a phone notification to the Central Plant at (407) 825-4500 via an Aviation Authority landline telephone. Upon completion of the work, the Contractor's personnel will log out on the contractor's log or via phone notification, indicating that the work is completed and they are departing the work site.

d. Contractor's Personnel:

- 1) The Contractor shall 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.
- 2) 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, and that they are legal aliens eligible to be employed in the United States.

- 3) Should the Contractor engage employees that 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 the Contract.
- 4) The Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by the Contractor for work on the Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use.
- 5) While working on airport property all Contractor's employees shall wear neat-appearing uniforms and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA. The uniform may be a button type shirt with Company logo. All Contractors' employees shall prominently display identification badges on their uniforms at all times while at Orlando International Airport.
- 6) 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 the Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- 7) The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all 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.
- 8) The Contractor's employees shall wear appropriate safety gear, uniforms, and footwear that comply with all legal requirements including, but not limited to, Occupational Health and Safety Administration (OSHA) requirements.
- 9) 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.

- 10) The Contractor's employees, engaged on this project, shall be full time, regular personnel. The use of "Short Term Temporary" or casual "Day Labor" will not be permitted.
- 11) The Contractor shall assign a Contract Manager to fulfill the obligations specified herein. The Contract Manager shall be the primary point of contact and represent the Contractor in the performance of the Contractor's obligations under the Contract. The Contract Manager shall have a minimum of five years' experience in a management role overseeing similar contracts to this one. All communications, instructions and notices between the Aviation Authority and the Contract Manager shall be provided in writing.
- 12) The Contract Manager is not required to be on site, but is expected to make occasional visits to monitor the work of the Contractor's employees. The Contract Manager will meet either in-person or via electronic methods as determined by the Aviation Authority's Authorized Representative (AAR).

e. Staffing:

- 1) On-Site Fire Alarm Technician/Programmer shall possess:
 - a) EST Certification for EST 4 and lower fire alarm panels.
 - b) EST Certification for Fireworks 9.2 and lower.
 - c) Certification for VESDA Detection Systems.
 - d) FASA/BASA Certification from the Florida Department of Business and Professional Regulation.
 - e) NICET Level II.
 - f) at least five years of experience on Type 4 and lower systems.
- 2) Fire Alarm Technician Helper:
 - a) Two years of experience in the fire alarm technical trade.

f. Enterprise System Integrator:

The Contractor shall have knowledge and experience in the operation and maintenance of large fire alarm systems, mass notification systems and maintain the following certification:

- 1) Enterprise System Integrator by Innovative Electronic Design (IED) for the Mass Notification System Types 1, 2, 3 and 4
- 2) If the Contractor does not meet the requirements as an Enterprise System Integrator by Innovative Electronic Design (IED) for the Mass Notification System; but they meet the requirements as a Strategic Partner with United Technologies Corporation a Sub-Contractor may be allowed for the inspection, testing, certification, maintenance, and modification of the Mass Notification System, as long as the Sub-

Contractor meets the requirements as an Enterprise System Integrator by Innovative Electronic Design (IED) for the Mass Notification System and the Fire Alarm Contractor shall be the Prime Contractor.

g. Items Provided by the Aviation Authority:

- 1) The Aviation Authority will provide Contractor with storage space for parts and equipment.
- 2) The Aviation Authority will provide the Contractor with parking for the Contractor's employees while performing the work specified herein.

h. Tools and Equipment:

- 1) The tools and equipment used by the Contractor shall be in good repair, and shall be maintained to achieve maximum operating efficiency at all times. The Contractor shall use only equipment that is equipped with all necessary safety features, to assure safe operation of equipment and/or tools.
- 2) Tools and equipment shall be safe to use, and shall be used in the manner in which they were intended. If the Aviation Authority determines that any equipment, vehicle or tool is unsafe or not in good working condition, the Contractor shall remove it from service and repair or replace it promptly to the Aviation Authority's satisfaction.
- 3) The Contractor shall provide a motor vehicle. The motor vehicle including all attachments shall not exceed seven feet in height.

i. Communication:

- 1) The Aviation Authority shall issue five two-way radios to the Contractor. It is the Contractor's responsibility to make repairs on broken radios and replace any radio or accessory that is lost, damaged beyond repair or stolen with a portable radio and/or accessory that complies with the Aviation Authority's Communication Standards and approved by the Manager of Communications. All radio repairs and replacements are completed through the Airport Communications Manager and costs shall be deducted from Contractors invoice(s).
- 2) The Contractor shall provide a telephone number and an Email address to access the Contractor 24 hours a day and 7 days a week.
- 3) The Contractor shall communicate to the AAR or designee notifications of any failures within the Fire Alarm system. These notifications may be by telephone, text or Email and shall be communicated within 15 minutes of when the Contractor knows or should have known concerning the failure.

j. Warranty:

The Contractor warrants, for a period of one (1) year following installation, all parts and labor on all components installed on the fire alarm system. This warranty shall not serve as a limitation on Contractor's liability for latent defects in any part or workmanship, or any limitation with respect to the Contractor's Maintenance and Repair obligations set forth in this specification.

k. Submittals:

The Contractor, as part of its documentation submittals, shall maintain dated Maintenance Logs in a documented manner acceptable to the AAR. Maintenance Logs shall be updated daily prior to technician departing the worksite. See Exhibit 5 on page 41 for the contract submittal log.

- 1) The Maintenance Log shall be available to the AAR daily via a digital media (i.e., Cloud, Dropbox, etc.)
- 2) The Contractor shall perform and provide back-ups of the Fireworks System after each system change, or as otherwise directed by the Aviation Authority. A copy of the back-up files shall be electronically stored in an approved location as defined by the Aviation Authority. The Contractor shall maintain the ability to reconstruct the system, including all previous history files, if needed. All back-ups and archived data shall be turned over to the Aviation Authority upon request and at the end of the Contract period. All records shall be maintained as defined per the General Conditions.
- 3) All repairs and modifications shall include engineering update and/or changes to the original as-built drawings as needed to reflect the final repaired system.
- 4) Contractor documentation shall consist of verification of information currently in a an approved Microsoft based database format such as an Excel spreadsheet or other formats as approved by the AAR, or on the Aviation Authority blueprints as maintained by Contractor under various Construction Contracts. Missing address labels on individual devices shall also be added by Contractor.
- 5) Once an individual field fire alarm panel has been inspected, the Contractor shall fill out the hand written NFPA 72 Inspection Form and shall affix the required NFPA 72 Florida Administrative Code 4A48 sticker to the fire alarm panel across the panel opening after inspection.
- 6) If a field fire alarm panel is opened, the Contractor shall note the opening in the fire alarm system maintenance log located inside each FACP and Sub panel. The Contractor shall update the log each time that a field fire panel is opened for service, alteration and/or repair.

- 7) If the Testing and Certification Inspector encounters a device that is not currently labeled by current Aviation Authority standards, the inspector will properly and promptly label the device.
- 8) Each field fire alarm panel shall be identified by Contractor on a blueprint reflecting the field fire alarm panel cabinet number displayed on the particular panel being tested. All devices that do not have a current physical number adhered to them shall be physically numbered by Contractor at the time of inspection. Numbering sequence shall correspond to the existing numbering scheme utilized by the Aviation Authority.
- 9) Contractor's documentation and blueprints shall include verification of the following:
 - a) Device type
 - b) Manufacturer
 - c) Model number
 - d) Physical location
 - e) Location based on the Aviation Authority provided coordinates
 - f) Functionality
 - g) Field panel of residence
 - h) Zone or circuit that device resides on
 - i) Battery requirements and compliance
 - j) Sound level compliance
 - k) Complete listing of all devices in the fire alarm system
 - l) NFPA 72 Test and Inspection forms for all fire alarm panels
 - m) AC circuit breaker number and electrical panel number

I. Invoicing:

- 1) All invoices shall reflect the established unit costs, mark ups and labor rates per section 4.0 Bid Price Forms.
- 2) The Contractor shall supply copies of all supporting documentation as defined in Specification Section 3.1.k with each invoice received by the Aviation Authority. All invoices for inventory parts, subcontractors or other materials shall have a copy of the receipt for the part, service, or material. No invoices shall be considered for payment without receipts attached.
- 3) The AAR has the right and responsibility to assess fees or penalties for non-performance. These fees and penalties are listed as Exhibit 6 on page 42 of this document.

3.2 Products

- a. In order to carry out its obligations under this Contract, Contractor shall maintain at all times, at Contractor's expense, spare parts necessary for the timely repair of normal wear items on all Fire Alarm systems covered by this Contract. Contractor shall submit a proposed spare parts inventory at the beginning of the contract and annually thereafter and at the request of the AAR.
- b. All repair and/or replacement parts covered under this contract shall be new. Only original equipment manufacturers (OEM) parts may be used. In the event that a part has been deemed obsolete by the manufacturer then a third party part of the same or higher quality may be substituted with prior written approval by the AAR.

3.3 Contractor Responsibilities

- a. Performance Requirements:
 - 1) The Contractor shall perform all obligations and functions under the Contract in accordance with this specification, and in accordance with current industry standards, ensuring that the system will operate at the original design efficiency, in accordance with manufacturer's specifications and all applicable code requirements. The Contractor shall coordinate with, and adjust all activities to the needs and requirements of the Aviation Authority and shall perform the activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.
 - 2) All work shall be coordinated with the AAR.
 - 3) 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.
 - 4) Safety precautions shall be followed at all times during the work process at the project site. Appropriate safety gear shall be provided by Contractor to all employees.
 - 5) The Contractor shall report all damage, vandalism, or unsafe conditions to the AAR immediately.
 - 6) The Contractor shall advise the Aviation Authority as soon as practical of any defect or condition which the Contractor becomes aware of, or through the exercise of reasonable diligence should have become aware of, which may adversely affect the work specified herein, including any defect or condition which is not covered under the scope of work.

- 7) Any necessary electrical work shall be performed by qualified journeymen electricians in compliance with City of Orlando and Greater Orlando Aviation Authority Electrical Standards.
- 8) All debris resulting from work performed in connection with the work specified herein shall be removed at the end of each working day by Contractor and properly disposed of according to instructions from Aviation Authority.

b. Inspections, Testing, and Certification:

- 1) Contractor shall provide additional qualified personnel in accordance with section 3.1.i to perform all testing and certification in accordance with the currently adopted State, Local, and NFPA 72 codes and adopted or modified by the current Florida Fire Prevention code. This Contract includes, but is not limited to, the following systems and the respective interfaces with:
 - a) Fire alarm system
 - b) Fire sprinkler systems
 - c) Manual activation devices
 - d) Automatic activation devices
 - e) Ancillary fire alarm devices
 - f) Ancillary security devices
 - g) Fire pumps
 - h) Engineered suppression systems
 - i) Pre-engineered suppression systems
 - j) Firefighter phone jacks
- 2) The testing of certain systems noted in section 3.3.d may require advanced scheduling with the AAR and other Aviation Authority contractors in an effort to test for system coordination. The AAR will provide two (2) weeks-notice for these scheduled tests.
- 3) If the Testing and Certification Inspector encounters a device that is not currently labeled by current Aviation Authority standards, the inspector will properly and promptly label the device.

c. Repairs:

- 1) The Contractor shall promptly perform all repairs necessary to return any/all Fire Alarm systems back to service within a maximum of 72 hours. In the event that immediate repairs cannot be made, the Contractor shall provide to the AAR in writing prior to commencing repair work, the estimated downtime and plan of action. If downtime is to exceed that which was originally estimated, the Contractor shall respond in writing with a revised plan of action and expected date when the

system(s) will be returned to service. The Contractor shall expedite the procurement of all necessary parts and materials to minimize downtime of equipment.

- 2) The Contractor shall provide engineering diagrams and parts nomenclature list for all modifications made to Fire Alarm systems.
- 3) The Contractor shall be on call 24-hours per day, seven days per week, and shall respond, in person, at the Airport's Central Plant to requests for repair service within two (2) hours. The Contractor's technician will report to the Aviation Authority's Central Plant in the Main Terminal upon arrival at the work site and prior to departure of the work site by contacting the Central plant Operator at extension (407) 825-4000. Repair service hours, for billing purposes, are to begin when the technician has arrived on site.

d. Maintenance and Inspection Schedule:

- 1) Fire alarm inspections shall be done in accordance with the schedule in Exhibit 2 on page 35.
- 2) Fire alarm system maintenance shall be performed as needed during standard work hours.

e. Records Management:

- 1) All repairs and modifications shall include engineering updates and changes to the as-built drawings as may be needed to reflect the final repaired system.
- 2) The Contractor, as part of its documentation, shall maintain dated Maintenance Logs in a documented manner acceptable to the AAR. Maintenance Logs shall be updated daily before the technician leaves.
- 3) The Contractor shall perform and provide back-ups of the Fireworks System after each system change, or as otherwise directed by the Aviation Authority. A copy of the back-up files shall be electronically stored in an approved location as defined by the Aviation Authority.
- 4) The Contractor shall maintain the ability to reconstruct the system. All back-ups and archived data shall be turned over to the Authority upon request and at the end of the Contract period. All records will be maintained as defined herein.
- 5) Contractor documentation shall consist of verification of information currently in a database format as an Excel spreadsheet and on the Aviation Authority blueprints as maintained by Contractor under various Construction Contracts. Missing address labels on individual devices shall be added by Contractor.

- 6) Once an individual field fire alarm panel is completely inspected, the Contractor shall fill out the hand written NFPA 72 Inspection Form. Contractor shall affix the NFPA 72 required Florida Administrative Code 4A48 sticker to the fire alarm panel across the panel opening after inspection.
- 7) If a field fire alarm panel is opened, the Contractor shall note the opening in the fire alarm system maintenance log located inside each FACP and Sub panel. The Contractor shall update the log each time that a field fire panel is serviced, altered or repaired.

f. 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.

g. Safety and Protection:

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

h. Aviation Authority Construction & Tenant Project Support:

- 1) For continuity, it is the intent of the Aviation Authority to attempt to have one contractor perform all fire alarm testing, certification, repair and installation work on Aviation Authority property. Subject to the following conditions in this Section 3.3.h, the Contractor shall perform such work for Aviation Authority tenants (the "Tenants") and for the Aviation Authority and/or contractors (the "Construction Contractors") in connection with Aviation Authority construction projects Tenant Construction and Repair Services (collectively, the "TC & R Services"). The Aviation Authority is not required to obligate any Construction Contractors or Tenants to use the Contractor for TC & R Services and may, in the Aviation Authority's sole discretion, recommend and/or require that any other individual or entity perform such services; provided further that the terms and conditions of the successful bidder's performance of such work for a Construction Contractor and/or a Tenant shall be subject to the Aviation Authority's approval. The TC & R Services shall be performed for and compensated by the following:

- 2) The Aviation Authority for TC & R Services on construction projects for which the Aviation Authority requests Contractor perform such services directly for the Aviation Authority (the "Aviation Authority Directed Projects"). Contractor shall perform such services pursuant to the terms and conditions of this Contract, including without limitation the hourly rates per section 4.0 Bid Price Forms.
- 3) Construction Contractors for TC & R Services in connection with Aviation Authority construction projects. The Contractor shall contract directly with such Construction Contractors for the performance of such services and the Contractor shall charge rates no higher than the TC & R Services rates per section 4.0 Bid Price Forms. The Aviation Authority shall have no obligations to the Contractor with respect to the performance of such services (including, but not limited to, no obligation to compensate the Contractor for such services).
- 4) Tenants for TC & R Services in connection with Tenant. The Contractor shall contract directly with such Tenants for the performance of such services. The Aviation Authority shall have no obligations to the Contractor with respect to the performance of such services (including, but not limited to, no obligation to compensate the Contractor for such services).
- 5) If the Aviation Authority requests that the Contractor be considered for TC & R Services to be performed by a Construction Contractor, the Contractor shall provide to each potential bidder or proposer on the applicable project the rates and material mark up the Contractor shall charge for such services, which shall be no higher than the TC & R Services rates per section 4.0 Bid Price Forms. More than one bidder or proposer to be Construction Contractor may include the Contractor in the applicable bid or proposal.
- 6) While it is the intent of this provision to direct all TC & R Services to the Contractor, the Aviation Authority reserves the right in its sole discretion to direct such services to others.

3.4 Exhibits

Exhibits are attached hereto and incorporated herewith.

- a. Exhibit 1 – Fire Alarm System List
- b. Exhibit 2 – Fire Alarm Inspection Schedule
- c. Exhibit 3 - GOAA Buildings
- d. Exhibit 4 – Monitored Fire Alarm Accounts
- e. Exhibit 5 - Submittal Log
- f. Exhibit 6 - Fees or Penalties

Exhibit 1 – Fire Alarm System List

United Technologies EST 3
United Technologies EST 2
United Technologies IO 64
United Technologies Fire Shield
AES MESH Network 27705I Receivers
AES MESH Network IP Links
Fireworks 9.2
VESDA Detection System
Innovative Electronic Design (IED)/Global Comm. Mass Notification System Types 1, 2, 3,
and 4
OIA Campus Subscriber Accounts
Ancillary systems tied into the fire alarm systems
Windows 10 Operating System

Exhibit 2 – Fire Alarm Inspection Schedule

JANUARY GOAA Outbuildings Finish A Garage B Garage C Garage FEBRUARY Airside 2 Airside 3 Start MARCH Airside 3 Finish Airside 4 Start APRIL Airside 4 Finish Main Terminal First Floor Start MAY Main Terminal First Floor Finish South APM Start JUNE South APM Finish Miscellaneous Work if Needed	JULY Hyatt Hotel AUGUST Main Terminal Second Floor Start SEPTEMBER Main Terminal Second Floor Finish Terminal Top Main Terminal Third Floor Start OCTOBER Main Terminal Third Floor Finish Main Terminal Fourth Floor Airside 1 Start NOVEMBER Airside 1 Finish Elevator/Overhead Door Alarm Testing Start DECEMBER Elevator/Overhead Door Alarm Testing Finish GOAA Outbuildings Start
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Exhibit 3 - GOAA Buildings

- 1) GOAA Satellite Parking, North Park Place (Blue Lot) - 5101 Cargo Road
- 2) Fire Extinguisher Building - 4001 Express Street
- 3) United (Continental) Hangar North - 8855 Tradeport Drive
- 4) USDA Building - 3951 Tradeport Drive
- 5) United (Continental) Materials - 4121 Centerport Drive
- 6) Wings Aviation (Darden) - 4000 Execuair Street
- 7) GOAA Annex - 5585 Casa Verde Road
- 8) West Cargo Building - 8829 Bear Road
- 9) 858 Building (Delta Cargo Building) - 6150 Cargo Road
- 10) GOAA Maintenance Administration - 8550 Casa Verde Road
- 11) GOAA Material & Control - 8652 Casa Verde Road
- 12) GOAA Maintenance Shops - 8648 Casa Verde Road
- 13) GOAA Security (K9) Building - 8735 Casa Verde Road
- 14) MPOE - 9056 Binnacle Way
- 15) Centerfield ARFF - 5605 S Perimeter Rd
- 16) East ARFF - 8801 Heintzelman Road
- 17) West ARFF - 4170 Express St
- 18) ARFF Administration Building - 5603 Perimeter Rd.
- 19) GOAA Motor Transport - 8701 Casa Verde Road
- 20) Plaza Building (Beeline) East (Hyatt Receiving) - 7317 McCoy Road
- 21) Harcourt, Brace & Jovanovich (HBJ) - 7401 Dowden Road
- 22) B Toll Plaza - 9400 Airport Boulevard
- 23) Remote Sorting Facility (BAGS) – (Delta Cargo) - 6190 Cargo Road
- 24) Bus Maintenance Facility - 8200 Casa Verde Road
- 25) GOAA Engineering & Construction - 5850 Cargo Road
- 26) GOAA International Waste – (616) - 8610 Bear Road
- 27) Fuel Farm - 3800 Express Street
- 28) Tradeport Fire Pump Building - 8857 Tradeport Drive
- 29) GOAA Airside 4 Central Energy Plant - 9518 Jeff Fuqua Boulevard
- 30) North Main Terminal - 9400 Jeff Fuqua Boulevard
- 31) Airside 1 - 9050 Airport Boulevard
- 32) Airside 2 - 9000 Airport Boulevard
- 33) Airside 3 - 9700 Airport Boulevard
- 34) Airside 4 - 9750 Airport Boulevard
- 35) Plaza I (Beeline) West Building - 7305 McCoy Rd
- 36) Airfield Ops (Lambry Bldg) - 9076 Binnacle Way
- 37) GOAA 17L Electrical Vault (1401) - 7459 Dowden Rd
- 38) APM/ITF/PDL CEP - 11084 Canal Rd
- 39) APM/ITF/PDL Building - 10211 Access Rd
- 40) Parking Garage - C - 10300 Jeff Fuqua Blvd
- 41) Hyatt Hotel - 9300 Jeff Fuqua Blvd
- 42) GOAA 18L Vault (532) - 9270-9300 Taxi-Way Rd
- 43) GOAA 17R Vault (1002) - 5805 Dowden Rd
- 44) GOAA 18R Vault (411) - Tradeport Drive
- 45) Parking Garage – A (838) - 9250 Jeff Fuqua Blvd
- 46) Parking Garage – B (839) - 9550 Jeff Fuqua Blvd

Exhibit 4 – Monitored Fire Alarm Accounts

This list is of the monitored facilities using the Authority's MESH network and is for information only.

Receiver 1 Comm. Rm. 4410 Near Comm. Center	AA-1	Receiver 2 Comm. Rm. 4410 Near Comm. Center	AA-2	Evergeen Aero/Eagle 8963-8985 Tradeport Dr Orlando, FL 32827	AA-1003
US Customs Building 9043-9057 Tradeport Dr Orlando, FL 32827	AA-1004	South Service Plaza 10505 Jeff Fuqua Blvd Orlando, FL 32827	AA-1005	Orlando Air Cargo Center 9555-9569 Benford Rd Orlando, FL 32827	AA-1007
United Hangar (South) 9809 Tradeport Dr Orlando, FL 32827	AA-1008	Signature Flight Service 4215 Lindy Circle Orlando, FL 32827	AA-1009	Southwest Facilities 9955 Air Tran Orlando, FL 32827	AA-1010
Air Commerce Park 1 9391 – 9433 Tradeport Dr Orlando, FL 32827	AA-1011	Air Commerce Park 2 9645-9687 Tradeport Dr Orlando, FL 32827	AA-1012	Land Air Center/Air General 9441 Benford Rd Orlando, FL 32827	AA-1013
RDV Hangar 4225 Execuair Orlando, FL 32827	AA-1016	Atlantic Aviation 9245 Tradeport Dr Orlando, FL 32827	AA-1017	Post Office Main 10401 Post Office Rd Orlando, FL 32827	AA-1019
Post Office Air Mail 10401 Post Office Blvd Orlando, FL 32827	AA-1020	Southwest Hangar 4170 Wiley Blvd Orlando, FL 32827	AA-1021	Sky Chef 8680 Bear Rd Orlando, FL 32827	AA-1024
Gate Gourmet Airline 8401 Casa Verde Rd Orlando, FL 32827	AA-1033	Silver Airways Hangar 9100 Hangar Blvd Orlando, FL 32827	AA-1034	National Rent-A- Car Repair 8450 Hangar Blvd Orlando, FL 32827	AA-1036
Spirit Airline Training 10084 Airtran Blvd Orlando, FL 32827	AA-1040	Sixt Rent-A-Car 5398 Bear Rd Orlando, FL 32827	AA-1043	Jet Blue Pool Building 8265 Hangar Blvd Orlando, FL 32827	AA-1044
Enterprise Car Rental 8450 Hangar Blvd Orlando, FL 32827	AA-1045	Avis 8600 Hangar Blvd Orlando, FL 32827	AA-1047	Delta GSE 6212 Cargo Rd Orlando, FL 32827	AA-1049

National Car Rental 8350 Hangar Blvd Orlando, FL 32827	AA-1050	Signature Flight Hangar 4219 Lindy Circle Orlando, FL 32827	AA-1051	Federal Express 10445 Tradeport Dr Orlando, FL 32827	AA-1052
FAA Air Traffic Control Tower 9685 Jeff Fuqua Blvd Orlando, FL 32827	AA-1054	ASIG Paint Booth 8390 Bear Rd Orlando, FL 32827	AA-1055	AFCO Warehouse 8684 Bear Rd Orlando, FL 32827	AA-1056
ION Electric Job Trailer Orlando, FL 32827	AA-1058	Airside 4 CBP Offices-Security Airside 4 Hub Orlando, FL 32827	AA-1059	Flight Safety International 4105 Bear Rd Orlando, FL 32827	AA-1061
Flight Safety International Security 4105 Bear Rd Orlando, FL 32827	AA-1062	Textron Aviation 4134 Bear Rd Orlando, FL 32827	AA-1064	Jet Blue University 8265 Hangar Blvd Orlando, FL 32827	AA-1065
Jet Blue Hangar 8900 Hangar Blvd Orlando, FL 32827	AA-1066	HBJ Building 7401 Dowden Rd Orlando, FL 32827	AA-1068	B1 QTA 9651 Airport Blvd Orlando, FL 32827	AA-1069
B2 QTA 9662 Airport Blvd Orlando, FL 32827	AA-1070	A1 QTA 9111 Airport Blvd Orlando, FL 32827	AA-1071	A2 QTA 9120 Airport Blvd Orlando, FL 32827	AA-1072
A3 QTA 9130 Airport Blvd Orlando, FL 32827	AA-1073	TRACON 9399 Airport Blvd Orlando, FL 32827	AA-1075	Jet Blue Lodge 8465 Hangar Blvd Orlando, FL 32827	AA-1076
Fuel Farm 3800 Express St Orlando, FL 32827	AA-1077	Atlantic Aviation 9245 Tradeport Dr Orlando, FL 32827	AA-1080	AFCO GSE Warehouse 8596 Bear Rd Orlando, FL 32827	AA-1081
MC Dean Construction Trailer 6100 Canal Rd Orlando, FL 32827	AA-1082	South APM Station 10142 Jeff Fuqua Blvd Orlando, FL 32827	AA-1083	Airside 4 CBP Offices-Security Airside 4 Hub Orlando, FL 32827	AA-1087
Airside 4 CBP Offices-Security Airside 4 Hub Orlando, FL 32827	AA-1088	Airside 4 CBP Offices-Security Airside 4 Hub Orlando, FL 32827	AA-1089	Atlantic Aviation West Hangar 8309 Tradeport Dr Orlando, FL 32827	AA-1090

Airside 2 Emergency Fuel Shut-Off Airside 2 Ramp Orlando, FL 32827	AA- 1091	Southwest Airlines MX Stored 4172 Wiley Rd Orlando, FL 32827	AA-1092	HBJ Security 7401 Dowden Rd Orlando, FL 32827	AA- 1094
Federal Express Maintenance Building 10445 Tradeport Dr Orlando, FL 32827	AA-1096	IP Link 2 Landside Level 12B Orlando, FL 32827	AA-FFF1	IP Link 1 Landside Level 12A Orlando, FL 32827	AA- FFF2
CSG Test Account	AA- 9998	Test	AA_TEST		

Exhibit 5 - Submittal Log

Submittal Name	Due Date
Certifications of Contractor	Proposal Due Date
Certifications and resumes of Contract Manager	Proposal Due Date
Certifications and resumes of Fire Alarm Technician	Proposal Due Date
Resumes of Fire Alarm Technician Helper	10 days prior to Contract Start Date
Inventory of spare parts	30 days after Contract Start Date

Exhibit 6 - Fees or Penalties

List of fees or penalties	Fee amount
Badging	In accordance with GOAA current fee schedule
Late Response (technician arriving past the two hour response time)	\$250.00 per occurrence
Day without a Contract Manager	\$250.00 per day
Day without On-Site Fire Alarm Technician	\$500.00 per day

4.0 BID PRICE FORMS

BID PRICE FORM GREATER ORLANDO AVIATION AUTHORITY PURCHASING BID 13-22

A BID PRICE FORM IS ACCOMPANIED WITH THIS INVITATION FOR BID AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED. The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Bid Price Form as detailed in the instructions for Bid Submittals listed in Section 7.

Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason.

The Bidder's Unit Prices shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of performance bond and U.S. Customs and Border Protection bond, hologram badge and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Aviation Authority in performing the services.

The Bidder agrees to provide all labor, supervision, training, on-site parts, Subcontract support, materials, tools and equipment, licenses, permits, testing, technical services, consulting services, repair and replacement parts, materials and supplies, equipment, tools (including any necessary special tools and equipment) and all other accessories, services, facilities, activities and procedures as deemed necessary, or proper for, or incidental to, performing all Fire Alarm and Mass Notification System Testing, Maintenance and Certification described in the Contract Documents.

13-22, FIRE ALARM SYSTEM TESTING, CERTIFICATION AND REPAIR

TOTAL THREE (3) YEAR BID PRICE:

_____ \$ _____
(Print Dollar Amount)

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

Authorized Signature: _____

Name and Title (Typed or Printed): _____

Date: _____

5.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

5.1 Whistle Blower Reporting Line

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

5.2 Lobbying Statement

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

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

5.3 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.

5.4 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.

5.5 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.

5.6 Discounts

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

5.7 Pricing

Firm prices shall be proposed and include FOB DESTINATION, for all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the Aviation Authority to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Aviation Authority under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

5.8 Incurred Cost

The Aviation Authority is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for Bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to the Aviation Authority.

5.9 Taxes

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

5.10 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.

5.11 Additional Terms & Conditions

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

5.12 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.

5.13 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.

5.14 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's

Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members

of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Aviation Authority may have as to any party or person described therein.

5.15 Patents and Royalties

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

5.16 Software License to Contractor

If this purchase is for the license of software products and/or services, and unless otherwise agreed, Contractor hereby grants to the Aviation Authority , a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is "proprietary" to Contractor, and is licensed and provided to the Aviation Authority for its sole use for purposes under this Contract and any attached work orders or invoices. The Aviation Authority may not use or share this software without permission of the Contractor; however the Aviation Authority may make copies of the software expressly for backup purposes.

5.17 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.

5.18 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.

5.19 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.

5.20 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.

5.21 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.

5.22 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.

5.23 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.

5.24 Awards

As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their Bid has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this Bid shall conform to applicable policies of the Aviation Authority.

5.25 Conflict of Interest

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

5.26 Purchasing Contracts With Other Governmental Entities

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

5.27 Drug-Free Workplace

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

5.28 Discriminatory Vendor List

An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a Contract to provide goods or services to a public entity, shall not submit a Bid on a Contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a Contractor, supplier, Subcontractor, or consultant under any Contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

5.29 Public Entity Crimes

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

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/convicted_vendor_list

5.30 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.

5.31 Licenses and Certifications

The awarded Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Bidder will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Department. The successful Contractor is responsible for obtaining all permits necessary to perform the services. The Aviation Authority does not exempt itself from permitting requirements. The Contractor shall pay all Aviation Authority permit, inspection and impact fees required for the project or services required under this Contract; any other fees for permits required by agencies/municipalities other than the Aviation Authority shall be the responsibility of the awarded Contractor.

5.32 Subcontractors

The Contractor shall be fully responsible for all acts and omissions of the Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by the Contractor. In the event a qualified Subcontractor is employed, the Contractor shall:

- a. Obtain approval in advance by the Aviation Authority.
- b. Continuously monitor the Subcontractor's performance and shall remain fully responsible to ensure that the Subcontractor performs as required and itself perform or remedy any obligations or functions which the Subcontractor fails to perform properly. Nothing contained herein shall be construed to prevent a Contractor from using the services of a common carrier for delivering goods to the Aviation Authority.
- c. To the extent feasible, the provisions of this Contract shall apply to any such Subcontractor in the same manner as they apply to the Contractor. However, such application shall neither make any Subcontractor a party to this Contract, nor make such Subcontractor a third party beneficiary hereof.

- d. The Aviation Authority may require that copies of invoices for all work (including invoices submitted to the Contractor for work performed by a Subcontractor) shall be submitted to the Aviation Authority by the Contractor and the Aviation Authority shall pay all compensation to the Contractor.
- e. It shall be the sole responsibility of the Contractor to deal with a Subcontractor with respect to the collecting and submission of invoices and the payment of compensation. In no event shall the Aviation Authority have any obligation or liability hereunder to any Subcontractor, including, in particular, any obligations of payment.
- f. If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other Subcontractors that are MWBE and/or LDB certified.

5.33 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.

5.34 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.

5.35 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.

5.36 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.

5.37 Contract Termination

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

- a. **Termination for Cause:** 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.
- b. 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.
- c. **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.
- d. Contractor may terminate this Contract by giving at least 180 days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the end of Termination Date and shall be paid for the services performed through the Termination Date.

5.38 Supervision of Contract Performance

During the term of this Contract, the AAR or designee, shall act on the behalf of the Aviation Authority, but in no event shall the AAR have authority to modify or terminate this Contract, or make final decisions with respect to amendments, time extensions, assignments, cost or payment adjustments or payment disputes. These must be approved by the the Aviation Authority 's Chief Executive Officer or the Aviation Authority Board depending on the circumstances.

5.39 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.

5.40 Prompt Payment

For payment promptness, the Aviation Authority shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Aviation Authority does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment. Contractor shall submit for payment by the Aviation Authority the amounts billed to Contractor by Subcontractors in the billing/payment request submitted first after receipt of the applicable Subcontractor invoice. Contractor shall remit payment to Subcontractors/suppliers, based upon Subcontractors/suppliers invoice, not later than seven (7) days following receipt of payment from the Aviation Authority if Aviation Authority makes payment through an electronic funds transfer, and not later than fifteen (15) days from payment by the Aviation Authority if Aviation Authority makes payment through a paper draft or check. Contractor may not submit to the Aviation Authority for payment any amount based on an invoice of a Subcontractor that Contractor disputes. Contractor shall notify the Aviation Authority promptly of any subcontract/supplier dispute.

5.41 Contractor Responsibilities

Contractors, by submitting a Bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the AAR, and that telephone contact and mail correspondence may, in some cases, not be appropriate. Aviation Authority approved representatives of the Contractor shall be available to meet with the AAR, as may be required, to accomplish the Aviation Authority's objectives as effectively and efficiently as possible, during all phases of this agreement/Contract/Bid.

5.42 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.

5.43 Copying Documents

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

5.44 Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLCRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the

Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

5.45 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>

5.46 Federal Compliance Provisions

Contractor agrees to recognize and comply with all applicable standards, orders or regulations issued pursuant to 2 C.F.R. Part 200, Appendix II. Standards, orders or regulations that are not applicable to the scope of work will not be required of the Contractor. To the extent applicable, the Contractor shall cause the inclusion of the provisions of these provisions in all subcontracts.

- a. **Equal Employment Opportunity:** For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.
- b. **Davis–Bacon Act:** For any federally assisted construction Contract, in excess of two thousand dollars (\$2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.
- c. **Contract Work Hours and Safety Standards Act:** For any federally assisted Contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

- d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or Bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- e. **Debarment and Suspension:**
- 1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
 - 2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award. a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). b. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- f. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

- g. **Energy Policy and Conservation Act:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.
- h. **Federal System for Award Management:** A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.
- i. **Title VI List of Pertinent Nondiscrimination Acts And Authorities:**
During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 - 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
 - 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 –

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

j. **Procurement of Recovered Materials:**

- 1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- 2) Competitively procured within a timeframe providing for compliance with the Contract performance schedule;
- 3) Meeting Contract performance requirements; or
- 4) At a reasonable price.
- 5) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 6) Awarded Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

k. **Additional FEMA Requirements:** The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity Contracts. FEMA, pursuant to this Aviation Authority, requires or recommends the following:

- 1) Access to Records. The following access to records requirements apply to this Contract:
 - a) The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
- d) In compliance with the Disaster Recovery Act of 2018, the non-fed entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

3) No Obligation by Federal Government.

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

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

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

CONTRACT

6.1 Contract Instructions

- a. The Aviation Authority shall notify the Bidder of the Aviation Authority's intent to make an award and the Bidder shall submit a properly executed Contract within ten (10) calendar days of receipt of notice from the Notice of Intent. Unless such time is extended by the Aviation Authority, the failure of a Bidder to submit a properly executed form within said time period shall be cause for cancellation of the intended award by the Aviation Authority in its sole discretion. In the event that an intended award is cancelled, the award may then be made to the next lowest responsive and responsible Bidder. Unless otherwise agreed by the Aviation Authority in its sole discretion, the Contract shall be executed and notarized as follows:
 - 1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
 - 2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.
 - 3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having Aviation Authority to bind the company.
 - 4) If Contractor is a sole proprietorship, the owner shall sign the Contract
- b. If an aforementioned signatory is not available and a different authorized signatory executes the form, a letter of authorization reflecting the signatory's Aviation Authority shall be submitted on the Contractor's stationery stating that the person who signed the form is duly authorized to enter into such Contract on behalf of the Contractor. Such letter of authorization shall be signed by one of the designated signatories above or such other representative as may be acceptable to the Aviation Authority.
- c. If a Bid is accepted by the Aviation Authority, the Contract will be executed by the Aviation Authority with respect to the items awarded and returned to the Contractor evidencing the Aviation Authority's acceptance of the Bid. 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.

6.2 Contract

This Agreement/Contract is made and entered into effective as of the ____ day of 2021, by and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Aviation Authority, and _____, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, training, on-site parts, Subcontract support, materials, tools and equipment, licenses, permits, testing, technical services, consulting services, repair and replacement parts, materials and supplies, equipment, tools (including any necessary special tools and equipment) and all other accessories, services, facilities, activities and procedures as deemed necessary, or proper for, or incidental to, performing all Fire Alarm and Mass Notification System Testing, Maintenance and Certification under Purchasing Bid 13-22, Fire Alarm System Testing, Certification and Repair, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

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

Official Seal

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITYY

By: _____

Its: _____

Date: _____

Attest:

Secretary

WITNESSED BY:

"CONTRACTOR"

(Name of Contractor)

By: _____ (Seal)
(Signature of Owner or General Partner)

Its: _____
(Title)

Name of Owner or General Partner Printed
or Typed

Date: _____

Performance Bond No.: _____

Performance Bond Expiration Date: _____

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that _____

_____, hereinafter called
Principal, _____ and

_____, a corporation organized under the laws of the State of
_____ and licensed to do business in the State of Florida,
hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation
Authority, hereinafter called Aviation Authority, in the Penal Sum of **Five Hundred Thousand
Dollars (\$500,000.00)**, for the payment of which sum well and truly made, Principal and
Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation
Authority for Purchasing Bid 13-22, Fire Alarm System Testing, Certification and Repair
at Orlando International Airport, in accordance with the Contract Documents which are
incorporated therein by reference and made a part thereof, and which collectively are herein
referred to as the Contract.

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

Principal (Name of Contractor)

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

(Seal)

Name of Surety

Witness

By: _____
(Signature)

Witness

Its: _____
(Title)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

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

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

Secretary

(Corporate Seal)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **\$500,000.00**

BENEFICIARY: Greater Orlando Aviation Authority
One Jeff Fuqua Boulevard
Orlando, FL 32827-4399

Dear Sir or Madam:

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

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

- A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Contract 13-22, Fire Alarm System Testing, Certification and Repair at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Agreement"); and
- B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
- C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Agreement in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Irrevocable Stand-by Letter of Credit
Page 2

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

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

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

(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT A

**GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM**

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

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

- A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Contract , 13-22 Fire Alarm System Testing, Certification and Repair at Orlando International Airport, by and between the Company and the Aviation Authority (the "Agreement").
- B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals \$ _____; or
- C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Agreement in accordance with such terms, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this _____ day of _____, 20_____.

GREATER ORLANDO AVIATION AUTHORITYY

By: _____

Title: _____

7.0 BID SUBMITTALS/ ATTACHMENTS

7.1 Bid Submittals

- a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- b. **Bids** must be submitted no later than **3:00 p.m. EST, Wednesday May 28, 2021** in sealed envelopes bearing the words "Purchasing Bid 13-22 Fire Alarm System Testing, Certification and Repair, at the Orlando International Airport."
- c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:

One (1) hard copy marked "ORIGINAL" with **One (1)** Printed Original Bid Price Form
One (1) hard copy (s) marked "COPY" with **One (1)** Printed Copy Bid Price Form
One (1) COMPLETE electronic copy on a USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF).
- d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.
- e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.
- f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

7.2 Delivery of Bid

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

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

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

7.3 **Bid Submittals**

Bid must be submitted on forms provided by the Aviation Authority. No other forms will be accepted.

The following attachments and forms must be completed, signed and turned in as part of your Bid submittal package. **Failure to complete and turn in the required forms may result in your Bid being determined non-responsive and not considered for award.**

Bid Price Form - The Excel Bid Price Sheets must be completed electronically on the provided Excel spreadsheet, saved to the USB drive, and print out one original and one copy, to be turned in as a part of the Bid package.

Attachment A - Bidder's Questionnaire. Bidder's Questionnaire includes the References' Form.

Attachment B - Bidder's Certification Form.

Attachment C - Addendum Receipt Verification Form. If an Addendum(s) is issued.

Attachment D - Conflict of Interest Disclosure Form.

Attachment E – Scrutinized Company Certification Form.

Attachment F - MWBE/LDB/VBE Participation Forms.

Attachment G - Bidder's W-9

Attachment H - Certificate of Insurance

Attachment I - Letter of Bondability.

Attachment J - No Bid Response Form.

Attachment A - Bidder's Certification

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

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

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

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

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

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

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

Attachment B - Bidder's Questionnaire

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

1. CONTACT INFORMATION

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

2. AUTHORIZED SIGNATORIES

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

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

3. EXPERIENCE

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

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

- a. Provide the Resume of On-Site Fire Alarm Technician/Programmer
- b. EST 4 Certification
- c. EST Certification for Fireworks 9.2
- d. Certification for VESDA Detection Systems

- e. FASA/BASA Certification from the Florida Department of Business and Professional Regulation
- f. NICET Level II
- g. Provide Business License
- h. What is the current staff of company? Will Additional Staff be hired to meet Contract requirements? (Attach List).

5. **SCHEDULE**

Include the schedule proposed to complete the services as referenced in Section Three, Scope of Work.

6. **TOOLS AND EQUIPMENT**

Not Applicable

7. **LOCAL SERVICE FACILITY, IF APPLICABLE**

Not Applicable

8. **RECYCLED CONTENT IF APPLICABLE:**

Not Applicable

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

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

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

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

Ref #4. Customer/Client:
Date of Services:
Description of Services:
Street Address:
City, State, ZIP Code:
Telephone #
Contact Person:
Email:

Attachment C - Addendum Receipt Verification

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company

Signature

Print Name

Title

Attachment D - Conflict of Interest Disclosure Form

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

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

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

Attachment E - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

Attachment F – MWB/LDB Forms (not applicable)

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

Attachment G - Current W9

Request for Taxpayer Identification Number and Certification ►

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

Attachment H – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

ATTACHMENT J

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER**CANCELLATION**

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

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Attachment I - Letter of Bondability or Letter of Credit

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

Attachment J – No Bid Response

NO BID RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, Purchasing Bid No 13-22 Fire Alarm System Testing, Certification and Repair, for Orlando International Airport, opening at 3:00 p.m. EST, May 5, 2021, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting is:

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed