



GREATER ORLANDO AVIATION AUTHORITY

Innovation Connecting the World

24-320-2-IFB PEST CONTROL SERVICES

Contract Term:
September 1, 2024 through August 31, 2029

Contractor:
Home Paramount Pest Control
2011 Rock Spring Road
Forest Hill, MD 21050
GSelander@HomeParamount.com

Department:
Facilities

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CONTRACT

This Agreement/Contract is made and entered into effective as of Sep 27, 2024 and between the **GREATER ORLANDO AVIATION AUTHORITY**, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called the Aviation Authority, and **HOME PARAMOUNT PEST CONTROL**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, management, administrative oversight, supplies and all other items necessary or proper for, or incidental to, performing its obligations under **Purchasing Contract 24-320-2-IFB, Pest Control Services**, in accordance with the Contract Documents which consist of the Contract, Response Price Page(s), any Addenda issued prior to the execution of the Contract, the General Information, the Special Conditions, the Scope of Work, the Terms and Conditions, **the Awarded Contractor's Response to the Solicitation**, each of which are incorporated herein by this reference.

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

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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

By:  boxSIGN 1V3Q39J4-1XXKYLWJ _____

Name/Title: Kevin J. Thibault CEO

Date: Sep 27, 2024

“CONTRACTOR”

HOME PARAMOUNT PEST CONTROL

By:  boxSIGN 4692WQ59-1XXKYLWJ _____

Name/Title: Patricia Song President

Date: Sep 13, 2024

APPROVED AS TO FORM AND LEGALITY

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

Name of Law Firm: Nelson Mullins Riley & Scarborough

By:  boxSIGN 1R68P9LP-1XXKYLWJ _____

Date: Sep 23, 2024

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

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

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

Nongovernmental Entity's Name: Home Paramount Pest Control Company

Nongovernmental Entity's FEIN: ██████████

Authorized Officer or
Representative Name and Title: Patricia Song

Nongovernmental Entity's Address: 2011 Rock Spring Road

City: Forest Hill State: MD ZIP: 21050

Phone Number: 888-888-4663 Email Address: psong@homeparamount.com

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

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

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

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

By: : *Patricia Song*
boxSIGN 4692W052-1XXKYI(W)
Authorized Officer or Representative for Nongovernmental Entity

Print Name and Title: : Patricia Song President

Date: Sep 13, 2024

Pricing Year One thru Year Five

Year One Pricing

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Ext. Cost
Orlando Executive Airport - Exhibit A					
1	Pest Control Services - Standard Hours	Monthly	12	\$2,760.00	\$33,120.00
2	Pest Control Services - Additional Work Non-Standard Hours	Hour	40	\$0.00	\$0.00
Orlando International Airport - Exhibit B					
3	Pest Control Services - Standard Hours	Hour	2912	\$35.00	\$101,920.00
4	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
MCO Train Station - Exhibit C					
5	Pest Control Services - Standard Hours	Hour	800	\$40.00	\$32,000.00
6	Pest Control Services - Non-Standard Hours	Hour	200	\$0.00	\$0.00
Trailer Complex - Exhibit D					
7	Pest Control Services - Standard Hours	Hour	72	\$35.00	\$2,520.00
8	Pest Control Services - Non-Standard Hours	Hour	25	\$0.00	\$0.00
Terminal C - Exhibit E					
9	Pest Control Services - Standard Hours	Hour	2912	\$13.30	\$38,729.60
10	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
Total					
Year 1 Sub Total				\$2,883.30	\$208,289.60

Year Two Pricing

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Ext. Cost
Orlando Executive Airport - Exhibit A					
1	Pest Control Services - Standard Hours	Monthly	12	\$2,760.00	\$33,120.00
2	Pest Control Services - Additional Work Non-Standard Hours	Hour	40	\$0.00	\$0.00
Orlando International Airport - Exhibit B					
3	Pest Control Services - Standard Hours	Hour	2912	\$35.00	\$101,920.00
4	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
MCO Train Station - Exhibit C					
5	Pest Control Services - Standard Hours	Hour	800	\$40.00	\$32,000.00
6	Pest Control Services - Non-Standard Hours	Hour	200	\$0.00	\$0.00
Trailer Complex - Exhibit D					
7	Pest Control Services - Standard Hours	Hour	72	\$35.00	\$2,520.00
8	Pest Control Services - Non-Standard Hours	Hour	25	\$0.00	\$0.00
Terminal C - Exhibit E					
9	Pest Control Services - Standard Hours	Hour	2912	\$13.30	\$38,729.60
10	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
Total					
Year 2 Sub Total				\$2,883.30	\$208,289.60

Year Three Pricing

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Ext. Cost
Orlando Executive Airport - Exhibit A					
1	Pest Control Services - Standard Hours	Monthly	12	\$2,760.00	\$33,120.00
2	Pest Control Services - Additional Work Non-Standard Hours	Hour	40	\$0.00	\$0.00
Orlando International Airport - Exhibit B					
3	Pest Control Services - Standard Hours	Hour	2912	\$35.00	\$101,920.00
4	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
MCO Train Station - Exhibit C					
5	Pest Control Services - Standard Hours	Hour	800	\$40.00	\$32,000.00
6	Pest Control Services - Non-Standard Hours	Hour	200	\$0.00	\$0.00
Trailer Complex - Exhibit D					
7	Pest Control Services - Standard Hours	Hour	72	\$35.00	\$2,520.00
8	Pest Control Services - Non-Standard Hours	Hour	25	\$0.00	\$0.00
Terminal C - Exhibit E					
9	Pest Control Services - Standard Hours	Hour	2912	\$13.30	\$38,729.60
10	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
Total					
Year 3 Sub Total				\$2,883.30	\$208,289.60

Year Four Pricing

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Ext. Cost
Orlando Executive Airport - Exhibit A					
1	Pest Control Services - Standard Hours	Monthly	12	\$2,760.00	\$33,120.00
2	Pest Control Services - Additional Work Non-Standard Hours	Hour	40	\$0.00	\$0.00
Orlando International Airport - Exhibit B					
3	Pest Control Services - Standard Hours	Hour	2912	\$35.00	\$101,920.00
4	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
MCO Train Station - Exhibit C					
5	Pest Control Services - Standard Hours	Hour	800	\$40.00	\$32,000.00
6	Pest Control Services - Non-Standard Hours	Hour	200	\$0.00	\$0.00
Trailer Complex - Exhibit D					
7	Pest Control Services - Standard Hours	Hour	72	\$35.00	\$2,520.00
8	Pest Control Services - Non-Standard Hours	Hour	25	\$0.00	\$0.00
Terminal C - Exhibit E					
9	Pest Control Services - Standard Hours	Hour	2912	\$13.30	\$38,729.60
10	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
Total					
Year 4 Sub Total				\$2,883.30	\$208,289.60

Year Five Pricing

Line Item	Description	Unit of Measure	Quantity	Unit Cost	Ext. Cost
Orlando Executive Airport - Exhibit A					
1	Pest Control Services - Standard Hours	Monthly	12	\$2,760.00	\$33,120.00
2	Pest Control Services - Additional Work Non-Standard Hours	Hour	40	\$0.00	\$0.00
Orlando International Airport - Exhibit B					
3	Pest Control Services - Standard Hours	Hour	2912	\$35.00	\$101,920.00
4	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
MCO Train Station - Exhibit C					
5	Pest Control Services - Standard Hours	Hour	800	\$40.00	\$32,000.00
6	Pest Control Services - Non-Standard Hours	Hour	200	\$0.00	\$0.00
Trailer Complex - Exhibit D					
7	Pest Control Services - Standard Hours	Hour	72	\$35.00	\$2,520.00
8	Pest Control Services - Non-Standard Hours	Hour	25	\$0.00	\$0.00
Terminal C - Exhibit E					
9	Pest Control Services - Standard Hours	Hour	2912	\$13.30	\$38,729.60
10	Pest Control Services - Non-Standard Hours	Hour	1000	\$0.00	\$0.00
Total					
Year 5 Sub Total				\$2,883.30	\$208,289.60

Five Year Total is for an not-to-exceed amount of \$1,041,448.

*The amount paid to the Contractor is based on actual work requested, performed, and approved by the Aviation Authority, based on the prices for each area listed and the hourly rate for additional services in accordance with the contract documents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION – AMENDMENT OF NOTICE (30 DAYS)

It is agreed that:

1. The number of days advance written notice of cancellation, for reasons other than nonpayment of premium, stated in Section IV. COMMERCIAL GENERAL LIABILITY CONDITIONS, Sub-Section 9. When We Do Not Renew is amended to thirty (30) days.
2. This endorsement shall only apply to the following entity:

BLANKET-CERTIFICATE HOLDERS ON FILE

All other terms and conditions remain unchanged.

Issued By: Arch Insurance Company

Endorsement Number:

Policy Number: BPPKG0537208

Named Insured: Home Paramount Pest Control Company

Endorsement Effective Date: 10/01/2021



President

00 ML0207 00 11 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT
WITH YOU (COMPLETED OPERATIONS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement you have entered into with the additional insured; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – AGGREGATE LIMITS OF INSURANCE (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY - AUTO HAZARD COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverage for which a specific limit, deductible and premium charge is shown:

Limits of Insurance:

Per Occurrence Pollution Liability - Auto Hazard Coverage Limit	\$2,000,000.
Deductible	
Per Occurrence Pollution Liability - Auto Hazard Deductible	\$ 5,000.
Premium	
Per Occurrence Pollution Liability - Auto Hazard Premium	<u>\$INCLUDED</u>

A. POLLUTION LIABILITY - AUTO HAZARD COVERAGE

The insurance provided under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** under **SECTION I — COVERAGES** applies to “covered pollution cost or expense” if there is either “bodily injury” or “proper damage” to which this insurance applies that is caused by the same occurrence”.

B. With respect to the insurance provided by this endorsement:

1. Subparagraphs b., c., f., g., h., j., k., l., m. and n. of paragraph 2. Exclusions of **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** under **SECTION I - COVERAGES** do not apply.
2. The following exclusions are added to paragraph 2. Exclusions of **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** under **SECTION I - COVERAGES**:

This insurance does not apply to:

Contractual Liability

- a. “Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) That the insured would have in the absence of the contract or agreement; or
 - (2) Assumed in a contract or agreement that is an “insured contract”, provided the “bodily injury” or “property damage” occurs subsequent to the execution of the contract or agreement.

Care, Custody or Control

- a. “property damage” or “covered pollution cost or expense” to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

But, this exclusion does not apply to the liability assumed under a sidetrack agreement.

Fellow Employee

- a. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

Handling Of Property

- a. "Bodily injury" or "proper damage" resulting from the handling of property:
 - (1) Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
 - (2) After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

Movement Of Property By Mechanical Device

- a. "Bodily injury" or "proper damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

Operations

- a. "Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Pollution

- a. "Bodily injury", "property damage" or "covered pollution cost or expense" arising Out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of:
 - (1) Fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of any auto" owned by, rented to or leased to, or used by the insured or the parts of such auto", if:
 - (a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
 - (b) The "bodily injury", "property damage" or "covered pollution costs or expense" does not arise out of the operation of any equipment listed m paragraphs L(2) and f of the definition of "mobile equipment".
 - (2) "Pollutants" not in or upon any "auto" owned by, rented to or leased to or used by the insured caused by an "occurrence" which happens away from the premises owned by or rented to an insured.
 - (a) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the insured for movement into or onto such auto; or
 - (b) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" owned by, rented to or leased to, or used by the insured to the place where they are finally delivered, disposed of or abandoned by the insured;

If:

- (a) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of any “auto” owned by, rented to or to, or used by the insured; and
- (b) The discharge, disposal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

C. For the purposes of this endorsement only, SECTION III - LIMITS OF INSURANCE is replaced as follows:

Paragraph 1. is replaced by the following:

1. The Limits of Insurance shown above in the Schedule of this endorsement and the rules shown below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made; or
 - c. Persons or organizations making claims or bringing “suits”. Paragraph 2. is replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
 - c. Damages under Coverage B; and
 - d. Damages under the POLLUTION LIABILITY - AUTO HAZARD COVERAGE.

The following is added:

8. Subject to 2. above (the General Aggregate Limit), the most we will pay for damages under POLLUTION LIABILITY -AUTO HAZARD COVERAGE incurred because of all “bodily injury” and “property damage” arising Out of any one “occurrence” is the lesser of:
 - a. The Per Occurrence Pollution Liability - Auto Hazard Coverage Limit as shown in the Schedule of this endorsement, minus the Per Occurrence Pollution Liability - Auto Hazard Deductible, if any, shown in the Schedule of this endorsement; or
 - b. The sum of those damages minus the Per Occurrence Pollution Liability - Auto Hazard Deductible, if any, shown in the Schedule of this endorsement.

With respect to POLLUTION LIABILITY — AUTO HAZARD COVERAGE, subparagraph 2.b. of SECTION III — LIMITS OF INSURANCE is deleted and replaced by the following:

- b. Damages under Cove A and POLLUTION LIABILITY - AUTO HAZARD COVERAGE, subparagraph 2.b. of SECTION III — LIMITS OF INSURANCE is deleted and replaced by the following:

We may, or will if required by law, pay part or all of any Deductible Amount, if applicable, to effect settlement of any claim. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

D. For the purposes of this endorsement only, the following definitions are added to SECTION V DEFINITIONS:

“Covered pollution cost or expense” means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or suit” by or on behalf of a governmental authority demanding that the “insured” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”.

“Covered pollution cost or expense” does not include any cost or expense arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants”:

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered “auto”;
 - (2) Otherwise in the course of transit by or on behalf of the “insured”;
 - (3) Being stored, disposed of treated or processed in or upon the covered “auto”;
- b. Before the “pollutants” or any property in which the “pollutants” are contained are moved from the place where they are accepted by the “insured” for movement into or onto the covered “auto”; or
- c. After the “pollutants” or any property in which the “pollutants” are contained are moved from the covered “auto” to the place where they are finally delivered, disposed of or abandoned by the “insured”.

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar “pollutants” that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered “auto” or its parts. if:

- (1) The “pollutants” escape, seep, migrate, or are discharged, dispersed or released directly from an “auto” part designed by its manufacturer to hold, store, receive or dispose of such “pollutants”; and
- (2) The “bodily injury”, “property damage” or “covered pollution cost or expense” does not arise out of the operation of any equipment listed in paragraphs 6.b. or 6.c. of the definition of “mobile equipment”.

Paragraphs b. and c. above do not apply to “accidents” that occur away from premises owned by or rented to an “insured” with respect to “pollutants” not in or upon a covered “auto” if:

- (1) The “pollutants” or any property in which the “pollutants” are contained are upset, overturned or damaged as a result of the maintenance or use of a covered auto”; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused directly by such upset, overturn or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY COVERAGE - DESIGNATED SITES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

LIMITS OF INSURANCE:

Each Pollution Incident Limit	\$2,000,000.	
Pollution Liability Aggregate Limit	\$2,000,000.	
Property Damage Deductible	<u>\$750.</u>	Per "Occurrence" For Any One Person or Organization

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. The following is added to SECTION I - COVERAGES:

COVERAGE E - LIMITED POLLUTION COVERAGE

1. Insuring Agreement - Bodily Injury And Property Damage Liability

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "clean-up costs" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury.", "property damage" or "clean-up costs" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" or "pollution incident" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages and "clean-up costs" is limited as described in SECTION III - LIMITS OF INSURANCE; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or "clean-up costs".

No other obligation or liability to pay sums or perform acts of services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to "bodily injury", "property damage" and "environmental damage" only if:

- (1) The "bodily injury", "property damage" or "environmental damage" is caused by a "pollution incident":
 - (a) Which commences during the policy period or after the effective date of attachment of this endorsement, whichever is the later date, and prior to the expiration of this policy;
 - (b) Which commences at a "work site" with the "coverage territory"; and
 - (c) That begins and ends within 72 hours; and

- (2) The insured's responsibility to pay damages because of "bodily injury", "property damage" or "environmental damage" is determined in a "suit" on the merits in the "coverage territory" or in a settlement we agree to.

All claims for damages because of "bodily injury" to the same person, including damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury", will be deemed to have been made at the time the first of those claims is made against any insured.

All claims for damages because of "property damage" and "environmental damage" causing loss to the same person or organization as a result of a "pollution incident" will be deemed to have been made at the time the first of those claims is made against any insured.

2. Insuring Agreement - Reimbursement Of Mandated Off-Site Clean-Up Costs

- a. We will pay for "clean-up costs" that the insured becomes legally obligated to pay for because of "environmental damage" to which this insurance applies. We have the right but not the duty to investigate, settle, contest or appeal, at our expense, any obligation asserted against an insured to pay "clean-up costs". But the amount we will pay for such clean-up costs" is limited as described in SECTION III- LIMITS OF INSURANCE; and

No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "environmental damage" only if:

- (1) The "environmental damage" is caused by a "pollution incident" that occurs during the policy period from an "insured Site" in the "coverage territory"; and
- (2) The insured's obligation to pay "clean-up costs" because of the "environmental damage" is asserted under the statutory authority of the government of the United States of America, Canada or any governmental subdivisions of the United States or Canada. Notice asserting such obligation must be first received by you during the policy period.

3. Exclusions

This insurance does not apply to:

- a. Expected or Intended Injury

"Bodily injury", "property damage" or "environmental damage" expected or intended from the standpoint of the insured.

- b. Contractual Liability

"Bodily injury", "property damage" or "environmental damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

- c. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

d. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

- (a) Employment by the insured; or
- (b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

e. Damage to Property or Environment

"Property damage" or "environmental damage" to:

- (1) A "waste facility";
- (2) Property you own, rent, or occupy;
- (3) Premises you sell, give away or abandon, if the "property damage" or "environmental damage" arises out of any part of those premises; or
- (4) Property loaned to you.

f. Clean-Up Costs

"Clean-up costs" or any other expense incurred by you or others to test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize "pollutants" on or at:

- (1) A "waste facility"; or
 - (2) Premises you own, rent or occupy;
- or to any recovery claimed for such cost or expense.

g. Products-Completed Operations Hazard

"Bodily injury", "property damage" or "environmental damage" included within the "products-completed operations hazard" and arising out of an emission, discharge, release or escape which originates away from any "insured site".

h. Offshore Facility

"Bodily injury", "property damage" or "environmental damage" arising out of the ownership or operation of any offshore facility as defined in the Outer Continental Shelf Lands Act Amendment of 1978 or the Clean Water Act of 1977 as amended 1978 or any deep water port as defined in the Deep Water Port Act of 1974 as amended or as may be amended.

i. Aircraft, Auto, Rolling Stock or Watercraft

"Bodily injury", "property damage" or "environmental damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto", rolling stock or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

- (1) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the Auto is not owned by or rented or loaned to you or the insured; or
- (2) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "equipment".

j. Wells

"Bodily injury", "property damage" or "environmental damage" arising out of the emission, discharge, release or escape of drilling fluid, oil, gas or other fluids from any oil, gas, mineral, water or geothermal well.

k. Failure to Comply with Environmental Laws

"Bodily injury", "property damage" or "environmental damage" arising out of a "pollution incident" which results from or is directly or indirectly attributable to failure to comply with any applicable statute, regulation, ordinance, directive or order relating to the protection of the environment and promulgated by any governmental body, provided that failure to comply is a willful or deliberate act or omission of:

- (1) The insured; or
- (2) You or any of your members, partners or "executive officers".

l. Acid Rain

- a. "Bodily injury" or "property damage" or "environmental damage" arising out of acid rain.

m. Fungi or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or Structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

B. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended to read:

SUPPLEMENTARY PAYMENTS - COVERAGES A, B, D AND E.

C. SECTION III LIMITS OF INSURANCE is amended as follows:

Paragraph 1. is replaced by the following:

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;
 - c. Persons or organizations making claims or bringing "suits"; or
 - d. Governmental actions taken with respect to "clean-up costs".

Paragraph 2. is replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of: -
 - a. Medical expenses under COVERAGE C;
 - b. Damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - c. Damages under COVERAGE B;
 - d. Damages under COVERAGE D; and
 - e. Damages under COVERAGE E.
3. The following paragraphs are added:

Subject to 2. above (the General Aggregate Limit) the Pollution Liability Aggregate Limit is the most we will pay for the sum of:

- a. All damages because of all "bodily injury" and "property damage"; and
- b. All "cleanup costs" incurred because of all "environmental damage" that results from all "pollution incidents".

Subject to 2. above (the General Aggregate Limit) and the Pollution Liability Aggregate Limit, the Each Pollution Incident Limit is the most we will pay for:

- a. All damages because of all "bodily injury" and "property damage";
- b. All "cleanup costs" incurred because of all environmental damage arising from any one "pollution incident".

We will pay damages and "clean-up costs" only for the amount of the damages or "clean-up costs" which are in excess of the deductible amount, if any, shown in the Declarations.

We may, or will if required by law, pay all of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

D. Paragraph 4. Other Insurance of SECTION IV - CONDITIONS is amended as follows:

All references to COVERAGES A OR B are amended to read COVERAGES A, B, D OR E.

E. SECTION V - DEFINITIONS

The following definitions are added:

“Clean-up costs” means expenses for the removal or neutralization of contaminants, irritants or “pollutants”.

“Environmental damage” means the injurious presence in or upon land, the atmosphere, or any watercourse or body of water of solid, liquid, gaseous or thermal contaminants, irritants or “pollutants”.

“Pollution incident” means emission, discharge, release or escape of “pollutants” into or upon land, the atmosphere, or any watercourse or body of water, provided that such emission, discharge, release or escape results in “environmental damage”. The entirety of any such emission, discharge, release or escape shall be deemed to be one “pollution incident”.

“Waste facility” means any site to which waste from the operations of an “insured site” is legally consigned for delivery or delivered for storage, disposal, processing or treatment, provided that such site:

- a. Is licensed by state or federal authority to perform such storage, disposal, processing or treatment; and
- b. Is not and never was owned by, rented or loaned to you.

“Work site” means any site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured’s behalf are performing operations. “Work site” does not include any premises, site or location which is or was at any time owned or occupied by or rented to any insured.

“Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER
RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

SCHEDULE

Designated Person or Organization: THE PERSON, ORGANIZATION, TRUSTEE OR ESTATE TO WHOM YOU ARE OBLIGATED BY WRITTEN CONTRACT TO PROVIDE INSURANCE SUCH AS THAT AFFORDED BY THIS POLICY.

Contract Number:

Description of Project:

Location of Project: LOCATIONS AS REQUIRED BY WRITTEN CONTRACT

We waive any right of recovery we may have against the person or organization designated in the Schedule as subject to this endorsement because of payments we make for injury or damage arising out of work you perform under a contract with the designated person or organization. The waiver applies only to the designated person or organization and the work you perform must be under the contract, and for the project and location, designated in the Schedule.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s)

on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;

- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

- (6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 30 WN S31800

Endorsement Number:

Effective Date: 10/01/2023 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HOME PARAMOUNT PEST CONTROL COMPANY
2011 RICK SPRING ROAD, P.O. BOX 850
FOREST HILL, MD 21050

If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT**

Policy Number: 30 WN S31800

Endorsement Number:

Effective Date: 10/01/2023 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: HOME PARAMOUNT PEST CONTROL COMPANY
2011 RICK SPRING ROAD, P.O. BOX 850
FOREST HILL, MD 21050

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by _____
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.

Process Date:
24-320-2-IFB Pest Control Services

Policy Expiration Date:

ARCH INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SUPPLEMENTAL PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Description of Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any Operations shown in the Schedule of this endorsement, paragraph (1)(a) of Exclusion f. of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY under SECTION I COVERAGES does not apply if the discharge, dispersal, release or escape of the pesticide or herbicide is sudden and accidental.

ADDENDUM NO: 1

SOLICITATION NO. 24-320-IFB

PEST CONTROL SERVICES

This addendum forms a part of the Solicitation Documents described above. The original Solicitation Documents remain in full force and effect except as modified by the following which shall take precedence.

ITEM 1. Question: Are measurements of the areas needing services available?

Answer:

Exhibit "A" Orlando Executive Airport Locations	9,978 square feet
Exhibit "B" Orlando International Airport Locations (MCO)	5,072,878 square feet
Exhibit "C" MCO Train Station Locations	379,631 square feet
Exhibit "D" Trailer Complex Locations	77,000 square feet
Exhibit "E" Terminal C Locations	2,160,981 square feet

ITEM 2. Question: Is pricing from a previous vendor who performed these services available?

Answer: For pricing information, submit a Public Records Request to obtain this information. Submit requests via our [Public Records Request Portal](#)

ITEM 3. Question: On the pricing page under MCO – Exhibit B it calls for 2,912 standard hours and under Terminal C – Exhibit E it also calls for 2,912 standard hours. Is this a mistake and the required 2,912 standard hours are for a combination of both. If we calculate 2,912 standard hours for both MCO and Terminal C it will calculate requiring 2 full time technicians' (7 days a week 8 hours daily) to fulfill the 2,912 standard hours at each location – basically 5,812 standard hours.

Answer: This is not a mistake. The minimum number of technicians required on this contract is two full-time technicians. This will allow for the desired coverage of at least one technician on site seven days a week, eight hours a day. There will be overlap on at least three days per week, which will allow for coverage on scheduled days off for each technician. See section 3.4.b Contractor's Personnel.

ITEM 4. Question: Under Minimum requirements Section 2.1.F #2 states – the pest control technician must be a Florida-Certified Operator. I would like to clarify that a qualified card holder working under a Certified Operator cannot service the contract – the technician themselves MUST be a Certified Operator. Is this correct? In our industry it is not uncommon for a qualified State licensed card holder to work under a Certified Operators license. There is a difference in approach if the technicians' MUST be a Certified Operator. The requirements within these

documents does indicate it must be a certified operator, however, I always like to clarify this.

Answer: Per the State of Florida Pest Control Licensing and Certification guidelines as it relates to Commercial Structural Pest Control, which is pest control provided to home or other structures, Florida law requires that each pest control business location must: 1) Be licensed by the Florida Department of Agriculture and Consumer Services (FDACS), 2) Carry the required insurance coverage as listed in the guidelines; and 3) **Employ full-time a Florida-certified operator in charge of the pest control operations of the business location. This operator must be certified in the categories in which the business operates. Please provide the applicable certification for the designated position as required by the State of Florida.**

ITEM 5.

Correction:

Section 3.4 Contractor's Personnel, item b: Currently reads "...to ensure 24-hour, 7 days per week service coverage." **Should read** "...to ensure 8 hours a day, 7 days per week service coverage."

Dorie Yopez

Purchasing Agent III

dorie.yopez@goaa.org

P 407-825-2267

Date: March 21, 2024

INVITATION FOR BIDS 24-320-2-IFB PEST CONTROL SVCES.



GREATER ORLANDO AVIATION AUTHORITY

Innovation Connecting the World

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ATTACHMENTS

- A - EXHIBIT A - ORL
- B - EXHIBIT B - MCO
- C - EXHIBIT C - MCO TRAIN STATION
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1. General Information

1.1. Americans with Disabilities Act (ADA)

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

1.2. Responsible Vendor Determination

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

1.3. Solicitation Information

- A. Sealed electronic responses will be received for this Solicitation through the Greater Orlando Aviation Authority e-Procurement Platform located at <https://procurement.opengov.com/portal/goaa>. By way of the Platform, responses will be locked and digitally encrypted until the submission deadline passes.
- B. **Responses submitted by hard copy, e-mail, telephone or fax shall not be accepted. Responses submitted outside of the designated electronic submission Platform shall be rejected as non-responsive regardless of where received.**
- C. **The Aviation Authority shall not be responsible for delays caused by any occurrence. This shall include any delay as a result of a technology issue. Any late response shall not be accepted.**
- D. The time/date stamp clock located in the electronic submittal Platform shall serve as the official authority to determine lateness of any response.
- E. Respondents shall not be allowed to modify their responses after the opening time and date. Responses may be examined thirty days after the Solicitation opening or upon recommendation for award, whichever occurs first.
- F. Throughout this document the words Contractor, Consultant, Supplier and Vendor are used synonymously.
- G. Throughout this document the words Contract, Purchase Order (PO), Blanket Release are used synonymously.

1.4. Submitting Questions and Receiving Responses

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

Respondents **may also click “Follow” on this Solicitation to receive an email notification when answers are posted.** It is the responsibility of the Respondent to check the website for answers to inquiries.

- A. If a Virtual and/or Pre-Solicitation Conference is held, the location, date, and time is located on the e-Procurement Platform. The purpose of any Pre-Solicitation Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Respondents are expected to be familiar with the Solicitation Documents.
- B. ***Questions will be answered through the e-Procurement Platform.***
- C. If the Procurement Department determines that it is necessary to change the dates or times prior to the due date, the change will be announced and posted on the e-Procurement Platform
- D. All prospective Respondents shall thoroughly examine and become familiar with the Solicitation package and carefully note the items which must be submitted with the Solicitation as detailed in GOAA’s e-Procurement Platform **Section 5, Vendor Submissions.**
- E. Submission of a Response shall constitute an acknowledgment that the Respondent has read and understands the Solicitation Documents. The failure or neglect of a Respondent to receive or examine any Solicitation Document shall in no way relieve it from any obligations under its Response or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

1.5. Communications; Questions Regarding Specifications or Solicitation Process

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

1.6. Exceptions to Terms and Conditions within the Solicitation

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

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

1.7. Notice of Intent to Award Contract

Unless all Responses are rejected by the Aviation Authority, a Notice of Intent to Award is anticipated to be provided within ninety days from the opening of Responses to the responsible and responsive Respondent submitting the Response deemed to be most advantageous to the Aviation Authority, all factors being considered. For all procurements, the Aviation Authority reserves the right to reject any or all Responses and to cancel the procurement or to solicit new Responses.

1.8. Public Meetings/Public Records

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

1.9. Code of Ethics and Business Conduct Policy

The Aviation Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses the obligation of the Aviation Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Aviation Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this

policy by a Respondent and/or any attempt to influence an Aviation Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Respondent to Respond on any Contract or sell any materials, supplies, equipment, or services to the Aviation Authority for a period of time that is determined by the Chief Executive Officer. A copy of this policy is available upon request from the Chief Administrative Officer.

2. Special Conditions

2.1. Reservation of Rights

- A. As the best interest of the Aviation Authority may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all responses or waive any minor irregularity or technicality in responses received. respondents are cautioned to make no assumptions unless their Response has been determined as meeting the Minimum Requirements and being responsive and responsible. All awards made as a result of this solicitation shall conform to applicable policies of the Aviation Authority.
- B. No commitment is made or inferred by the Aviation Authority that any or all of the items listed, in any quantity, will be purchased as a result of this solicitation. The Aviation Authority may purchase the items listed on an “as needed” basis, in any quantity deemed necessary, at the unit prices provided in the successful Respondent’s response.
- C. The Aviation Authority reserves the right to waive any informality in the Solicitation, to reject any and all Solicitation, and to re-advertise or elect not to proceed with the services for any reason.
- D. The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of this Contract at any time without cause.
- E. The Aviation Authority shall have the right, but not the obligation, to award all or any portion of the services. The extent and scope of the Services, along with the fees for such services, will be subject to final approval by the Aviation Authority. The Aviation Authority intends, but is not obligated, to enter into a non-exclusive agreement with the highest ranked Respondent to perform the required Services described herein.
- F. The Aviation Authority reserves its right to award any or all of the advertised services subject to the availability of funding.

2.2. Regulations

- A. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- B. Contractor shall comply with all health and sanitary regulations adopted by all applicable governing bodies. Contractor shall give access for inspection purposes to any duly authorized representative of such governing bodies.
- C. The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.

- D. Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's Authorized representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- E. During the performance of this Contract, Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

2.3. Use of Premises

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

2.4. Safety and Protection

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

2.5. Contractor's Personnel

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

- A. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers, or other persons at Orlando International Airport.
- B. The Contractor shall be responsible for ensuring that all "lost and found" articles found by its employees on Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.
- C. Contractor shall transfer promptly from the Aviation Authority any employee or employees that the Aviation Authority advises are not satisfactory and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority

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

- D. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- E. Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.
- F. All Contractor and any Subcontractor employees who perform services pursuant to this Contract shall be able to read, write, speak and understand the English language.
- G. Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.
- H. While working on airport property all Contractor's employees shall wear neat-appearing uniforms with the company name and/or logo and footwear of a style that complies with all legal and safety requirements, including and without limitation, the requirements of OSHA.

2.6. Airport Security

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

2.7. Airport Operations Area

- A. The Contractor's personnel and vehicles shall not be allowed within the Airport Operations Area (AOA), which includes the ramp area and aprons, unless authorized by the Vice President. Contractor's personnel are required to successfully complete SIDA Training and demonstrate proficiency in all Airport Operations Instructions (AOI) regarding secured

access to airfield and aircraft ramp and apron areas. No escorts of any type will be provided.

- B. Airport Security: Contractor's services shall be performed in accordance with the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), and any other governmental agency security directives, rules, and regulations. The FAA and the TSA may assess fines and penalties for Contractor's noncompliance with the provisions of Title 49 Code of Federal Regulations (CFR), Parts 1540 and 1542, as amended from time to time, or by other agencies for noncompliance with laws or regulations applicable to Contractor's operations. Within ten days of notification in writing, Contractor shall reimburse the City for any paid fines or penalties assessed against the City because of Contractor's noncompliance with 49 CFR 1540 and 1542 or other applicable laws or regulations.
- C. The Contractor acknowledges that fines or penalties associated with non-compliance with security regulations must be reimbursed to MCO.

2.8. Verification of Employment Status

- A. Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and an express requirement that Contractors include in such subcontracts the requirement that Subcontractors performing work or providing services pursuant to the Aviation Authority. Contractors will utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/portal/site/uscis>.
- B. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**
- C. By submission of a Response to this Solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this Contract. The Contractor shall commit to comply with this requirement.

2.9. 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 year work history.
- C. Contractor must confirm the last five years of each employee's work history. Any gaps in employment of thirty days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
- D. Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.
- E. Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- F. The Aviation Authority will issue, for a non-reimbursable fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with Aviation Authority's guidelines.
- G. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority.
- H. The Contractor shall maintain, and shall require its Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee

background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

- I. Fees Associated with Identification Badges and Keys The Contractor shall pay all fees associated with identification badges and keys based on the current fee schedule at the time of issuance of identification badges and keys. The Aviation Authority shall determine the term of each badge at the time of issuance. **Note: No personal checks or credit card payments are accepted. Companies will be assessed a set fee for each non-returned identification badge and for each non-returned key.**
- J. Contractor must maintain all information described above for a period of four years following expiration of this Contract. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, Aviation Authority shall be entitled to recover liquidated damages of \$250.00 for every Contractor Responsible Employee presented to the Aviation Authority for access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Contractor is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Aviation Authority.
- K. Contractor must co-sign with the Subcontractor all badge applications for any employee of a temporary employment agency engaged as a Subcontractor to provide personnel to the Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Aviation Authority's Authorized Representative (AAR) for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

2.10. Price Escalation/De-Escalation (CPI)

- A. The original contract prices shall be firm for the five-year contract period. A price escalation/de-escalation **may be** considered after **the 3rd** year, and once a year thereafter, provided the Contractor notifies the Aviation Authority, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract's anniversary date.

- B. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.
- C. Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change.
- D. Formula is as follows: $\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$
 $\% \text{ of Change} \times 100 = \text{Percentage Change}$
CPI-U Calculation Example: CPI for the current period 232.945 Less CPI for the base period 229.815 Equals index point change 3.130 Divided by base period CPI 229.815 Equals 0.0136 Result multiplied by 1000.0136 x 100 Equals percent change 1.4%
- E. A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, the Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Aviation Authority's Purchasing Department.
- F. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not **exceed 3%** unless there are circumstances demonstrating that an increase beyond this amount is required and this is approved by the Aviation Authority.
- G. All price adjustments must be accepted by the Vice President of Purchasing and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed. Only final CPI data will be used to adjust contract pricing.
- H. Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract the Contractor shall notify the Aviation Authority's Purchasing Department of price decreases in the method outlined above.
- I. If the Contractor intentionally fails to pass the decrease on to the Aviation Authority, the Aviation Authority reserves the right to place the Contractor in default.

3. Minimum Requirements

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

3.1. Registration with the State of Florida

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

3.2. Minimum Experience

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

3.3. Proof of Insurability

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

3.4. References

- A. Respondent must provide at least three references from Clients to whom the Respondent delivered goods or provided services of a similar scope, within five years from the date of this solicitation.
- B. Respondents' references should demonstrate that the Respondent reasonably has the reputation to perform the Scope of Services / provide goods.
- C. **References shall be able to validate the Respondent's capabilities and experience.**
- D. The Respondent authorizes the Aviation Authority, its staff or consultants to contact any of the references provided in the response and specifically authorizes such references to release either orally or in writing, any appropriate data with respect to the Respondent and its Team members. The Aviation Authority reserves the right to solicit from available sources relevant information concerning a Respondent's past performance and may consider such information in its evaluation and selection of Proposers.

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

3.5. Signed Contract

An affirmative statement is required that the Respondent is willing to sign the Contract set forth in this Solicitation, as amended, within ten days after receipt of the Notice of Intent to Award. The Aviation Authority's goal is that the terms and conditions stated in the Solicitation Documents will constitute the terms of the final Contract between the Aviation Authority and the successful Respondent, without significant or material change to such terms or conditions. A sample contract is included in this solicitation under **the Contract Sample section**.

3.6. License / Certification Requirements

Respondent must have the following License / Certification: TBD

4. Insurance Requirements

4.1. General Information

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

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

4.2. Commercial General Liability and Automobile Liability Insurance

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

4.3. Workers' Compensation and Employer's Liability Insurance

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

applicable Florida laws and regulations. The Aviation Authority will not accept State of Florida exemptions.

4.4. Pollution/Environmental Liability Insurance

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

4.5. Other Insurance Requirements

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

- A. Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- B. Insurance policies shall be primary insurance and not contributory to any other valid insurance the Aviation Authority may possess, and any other insurance the Aviation Authority does possess shall be considered excess insurance only.
- C. Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to the Aviation Authority.
- D. Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by the Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to the Aviation Authority.
- E. All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of the Aviation Authority and the City of Orlando.
- F. A properly completed and executed Certificate of Insurance on a form provided or approved by the Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section 2.5 shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that

any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.

- G. The Aviation Authority is currently contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third-party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.
- H. The Contractor shall provide the Aviation Authority with immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section 2.5, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- I. If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight hours remit to the Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to the Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- J. The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

5. Scope of Work

5.1. Overview

The Contractor shall provide all labor, supervision, management, administrative oversight, general supplies to provide Pest Control Services for both the Orlando International and Orlando Executive Airports in accordance with the Scope of Work, industry standards and manufacturers' specifications. The awarded Contractor must be licensed to do business in the State of Florida and perform under the laws of the State of Florida. A minimum of two service technicians are required to be assigned to this contract at all times to ensure eight hours per day, seven days per week service coverage. Contractor shall physically respond to emergency call services within one half hour of notification when Contractor's technicians are on-site, and within one hour when Contractor's technicians are not on-site, seven days per week, 365 days per year.

5.2. Scope of Work

- A. The Contractor shall furnish all labor, supervision, materials, tools, equipment, supplies, chemicals, product data, and incidentals for the effective eradication and control of pests, including, but not limited to, insects and rodents which are normally considered to be a nuisance or which pose potential hazard to human health and all other items necessary or proper for, or incidental to, performing in accordance with this Specification.
- B. The inspection for and eradication and control of all rodents, insects and other pests, which in the judgment of the AAR present a nuisance or health hazard.
- C. Rodent treatments will include treatment of both interior and exterior areas. Exterior treatments shall be required adjacent to all specified structures.
- D. Pharaoh ant treatment will be required in interior locations as required at the direction of the AAR.
- E. Insect and/or rodent treatments may require additional treatments as determined by the AAR. Treatments shall also include, but are not limited to, eradication/control of wasp, bees, interior and/or exterior, and swarming/flying ants, and any swarms of winged subterranean termites, which may appear inside of buildings or structures. (Subterranean termite control involving soil injections is not included in the performance of this Contract).
- F. Contractor shall provide rodent control services to the MCO Train Station tracks along the South Guideway MCO Train Tracks. The tracks are one and a half miles long in total.
 - 1) This service will consist of a minimum of 300 exterior baited tamper-resistant bait boxes, tracking powder and bait.
 - 2) Bait boxes are to be set every 50ft along approximately ¼ mile of fence line along the tracks on each end closest to terminals (27 bait boxes on each end on both sides).

- 3) Apply tracking powder and bait in tamper resistant bait boxes in the fiber optic cable covers along the length of the track every 100ft (150 placements).
- 4) Covers will need to be removed for initial installation of bait and any follow-ups. Stickers will be placed on the covers to indicate which panels are housing treatment stations.
- 5) This work is to be performed monthly after shut down of service from 11:00pm to 3:00am.
- 6) Contractor shall provide ongoing monthly bait station checks including re-baiting when needed on exterior baiters. Inspections will include looking for and notating areas of rodent activity (rub marks, droppings, nests, etc.).
- 7) This work will be performed at the agreed upon non-standard hourly labor rate.

G. Pest or insect control shall be performed by Contractor, but not limited to, areas owned or under the Aviation Authority responsibility in and/or outside each specified structure or treatment area as often as the Contractor or the AAR reasonably deems necessary for the proper eradication/control of all rodents, insects and other pests, but in any event not less than one time during each calendar month. (Regardless of the number of treatments performed in any month, Aviation Authority will not be obligated to pay Contractor more than the applicable monthly price set forth for the Orlando Executive Airport).

H. Pest or insect control shall be performed by Contractor in and/or outside each specified structure or treatment area as often as the Contractor or the AAR reasonably deems necessary for the proper eradication/control of all rodents, insects and other pests, but in any event not less than one time during each calendar month. (Regardless of the number of treatments performed in any month, Aviation Authority will not be obligated to pay Contractor more than its Hourly Labor Rate for Orlando International Airport for services performed eight (8) hours a day and seven (7) days per week.) Once treatment has begun in and/or outside the specified structure or treatment area, it shall be completed by the Contractor the same day, unless the AAR or designee expressly grants an exception.

I. Areas such as locker rooms, gear rooms, trash rooms and containers, sink rooms, mop rooms, storage areas, janitorial closets, toilet rooms, kitchen rooms and loading docks are considered to be critical areas requiring the Contractor's concentrated attention. The Contractor's efforts in these areas may require the use of multiple treatment methods. Such areas shall receive intensive preventive treatment by Contractor during the term of the Contract.

J. Any other spaces within the walls of any structure which may lend themselves to the development of large insect or rodent populations shall also receive from the Contractor such intensive preventive control measures in accordance with this contract.

K. The Contractor shall perform pest control services at the following locations during the term of this Contract but is not limited to: (i) areas owned by the Aviation Authority; (ii) areas under the Aviation Authority responsibility; and (ii) areas where a problem could arise.

L. The locations listed are listed on each Exhibits A through F. The locations may be modified, removed or expanded by the Aviation Authority at any time during the term of the Contract. Any such changes shall be documented in writing by the AAR.

- 1) Exhibit "A" Orlando Executive Airport Locations
- 2) Exhibit "B" Orlando International Airport Locations (MCO)
- 3) Exhibit "C" MCO Train Station Locations
- 4) Exhibit "D" Trailer Complex Locations
- 5) Exhibit "E" Terminal C Locations

5.3. Work Hours

A. Orlando International Airport Standard Work Hours – The Contractor shall perform work on an eight (8) hour work shift, normally during Standard Work Hours which are between 7:30 a.m. and 4:00 p.m., seven (7) days per week including Aviation Authority's observed holidays. The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours.

Any changes to the starting or ending times of the work shift must be approved in advance by the AAR.

B. Orlando Executive Airport Services Standard Work Hours – Contractor shall perform all work for ORL as coordinated with ORL's AAR, who may be reached at (407) 894-9831.

C. Non-Standard Work Hours – The Aviation Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours. The Contractor may also arrange to perform work during non-standard work hours with prior written approval of the AAR. Contractor shall advise the AAR forty-eight (48) hours in advance of its projected work schedule. Contractor shall not perform non-standard work during the Aviation Authority observed holidays without the prior written permission of the AAR. Services to the Aviation Authority's Passenger Loading Bridges on Airsides One, Two, Three and Four will be performed during non-standard work hours as specified by the Aviation Authority. Services to the Loading Bridges will be performed Sunday through Thursday beginning at 5:00am.

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

E. Response Time to Emergency Call Back Services – Contractor shall physically respond to emergency call services within one half (1/2) hour of notification when Contractor's technicians are on-site, and within one (1) hour when Contractor's technicians are not on-site, seven (7) days per week, 365 days per year.

F. Sign-In and Sign-Out Log MCO – Contractor’s personnel shall physically check-in when arriving at a work site, and physically check-out prior to departing from a work site with the AAR by logging into the designated computer at the Aviation Authority’s Central Plant (407) 825-4000, located at the west end of Level 1 of Terminal A. Upon completion of the work, the Contractor’s pest control technician shall sign out at Central Plant before leaving the premises.

G. Report to AAR’s Office MCO – Contractor’s technicians shall report to the AAR’s office within fifteen minutes after check-in at Central Plant and prior to commencing any work within Aviation Authority’s premises. Contractor’s technicians shall advise the AAR which areas they will be servicing. Contractor is required to keep the AAR aware of all ongoing services related to this Contract.

H. Sign-In and Sign-Out ORL – The Contractor’s personnel shall physically check-in when arriving at a work site, and physically check-out prior to departing from a work site by signing the Contractor’s sign in log at the Administration Building 365 Rickenbacker Drive, Orlando, FL 32803 and call ORL Manager at (407) 579-5088. Contractor shall perform all work for ORL as coordinated with ORL’s AAR. The business hours at ORL are Monday through Friday, 7:00 AM to 5:00 PM.

I. Special Scheduling – May be initiated by the Aviation Authority or by the Contractor with the Aviation Authority’s concurrence; by providing at least seventy-two hours advance written notice that special scheduling is required. Such special scheduling may include, but is not limited to, personnel having or being prone to allergic reactions due to pesticides, airport security requirements and interference with normal operations during periods of peak passenger traffic. Special scheduling shall be carried out as needed without additional cost to the Aviation Authority.

J. Infestations or re-infestations – Should new infestations or re-infestations of pests occur prior to the next regularly scheduled treatment; the AAR or designee shall notify the Contractor that additional treatment is required. The Contractor shall respond to re-treat the area within 8 hours following notification by the AAR or designee. Re-treatment of a structure or area shall be performed at no additional cost to the Aviation Authority.

K. Reimbursable Charges – Charges will be for actual hours worked on the Aviation Authority’s site when reporting in and out of the Central Plant. Contractors invoice time must match the Contractors sign in/out logs in Central Plant. Time required for travel to and from the Aviation Authority’s sites are not eligible for reimbursement. Such time should be included in the Contractor’s overhead cost.

5.4. Contractor’s Personnel

A. The Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act,

the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

B. A minimum of two service technicians are required to be assigned to this contract at all times to ensure 8 hours per day, 7 days per week service coverage.

C. The Contractor shall require all prospective employees to show proof of citizenship, or proof from the United States Immigration and Naturalization Service of valid entry permits and/or work permits for legal aliens and proof that such legal aliens are eligible to be employed in the United States.

D. Should the Contractor engage employees who are illiterate in English, it will be the Contractor's responsibility and obligation to train such employees to be able to identify and understand all signs and notices in and/or around the areas that relate to them or the services being performed by them pursuant to this Contract. In addition, the Contractor will have someone in attendance at all times who can communicate instructions to said employee.

E. The Contractor shall maintain a drug-free workplace within the meaning of the Florida Drug-free Workplace Act. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.

F. The Contractor shall transfer promptly from the airport any employee or employees that the Aviation Authority advises are not satisfactory and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

G. The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport.

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

I. A valid Florida driver license (Commercial Driver License, if applicable) will be required of all personnel operating motor vehicles or motorized equipment on roadways in or around Orlando International Airport. Each of the Contractor's motor vehicles brought onto the Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.

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

5.5. Items Provided by The Aviation Authority

A. Structural modifications that the Contractor recommends in order to properly treat an area covered by this Contract, shall be performed by the Aviation Authority at its sole expense, if the Aviation Authority determines such modifications are in its best interest.

B. The Aviation Authority will provide any access keys the Aviation Authority deems necessary for the Contractor to perform its obligations under this Contract.

5.6. Contractor's Tools & Equipment

A. It shall be the sole responsibility of the Contractor to provide all tools, including any special tools, equipment, and apparatuses necessary to perform work under the Contract. The Aviation Authority shall have the right, but not the obligation, to inspect and approve any tools, equipment or apparatus the Contractor intends to or has placed into use on the Aviation Authority's premises at any time. If, in the opinion of the AAR or designee, any of such equipment becomes unsafe or not in good working condition, the Contractor shall remove said equipment from service and repair or replace it promptly.

B. The Contractor shall not park any vehicle or equipment, when not in use, on any work area where such vehicle or equipment will be visible to the public. Any vehicle or equipment that becomes inoperative or that ceases to work properly must be removed by the Contractor from the work area immediately.

C. No equipment, materials, supplies or chemicals shall be stored by the Contractor on the Aviation Authority's premises. The Contractor shall maintain at its sole cost and expense reasonable amounts of insurance to protect against losses due to theft, vandalism or other events which might result in damage or loss of Contractor's equipment, materials, supplies, or chemicals.

5.7. Products

A. The Contractor shall provide all chemicals and products used in the performance of this Contract (i.e., rodent bait boxes/traps, glue boards, etc.). Chemicals and products shall not be stored on Aviation Authority's premises. The Contractor shall be solely responsible for the storage, maintenance and insurance of the chemicals and products.

B. The Contractor shall place the rodent bait box/traps at the following locations and with the following quantities requested. These rodent bait box/traps quantities are not included in the monthly maintenance services in Exhibits A-D.

Airside One (1)	100
Airside Two (2)	100
Airside Three (3)	100
Airside Four (4)	275
Main Terminal	100
Parking Garage "A" including Terminal Top.	50
Parking Garage "B" including Terminal Top	50
Parking Garage "C" including Terminal Top	30
North Cell Lots Facility	4
South Cell Lots Facility	4
Taxi Hold Facility	10

5.8. Performance Requirements

A. The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.

B. Dates for commencement and completion of work will be coordinated with the AAR. 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.

C. The Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Safety Data Sheets on all products being utilized on this project. No materials or equipment will be left unattended or stored on the project site at any time.

D. The Contractor shall notify the Aviation Authority promptly, in writing, of any damage which the Contractor discovers whether or not such damage was caused by the Contractor, the Contractor's officers, employees, subcontractors or agents.

E. The Contractor shall, at its sole expense, repair promptly to the Aviation Authority's satisfaction any damage caused by the Contractor to Aviation Authority property. In the event the Contractor has not repaired any such damage within fourteen (14) days after the date of the Aviation Authority's written notice, the Aviation Authority may repair such damage at the cost and expense of the Contractor and deduct such cost from the next amount(s) due the Contractor under this Contract. The Contractor shall be liable to the Aviation Authority for all damage costs, which are

in excess of the amount deducted by the Aviation Authority from payment amount(s) due the Contractor.

5.9. Chemical Application

A. All chemicals applied by the Contractor for pest control shall be used by the Contractor in accordance with manufacturer's label instructions, so as not to be harmful to non-targeted species, and in a manner not to cause erosion or property damage.

B. Prior to initiating pest control treatment, the Contractor shall provide the AAR or designee with a list of the common or brand names of the pesticides which will be used, and the common name of the active ingredient in each pesticide, along with appropriate safety information for use of the product as provided in the manufacturer's Safety Data Sheet (SDS) in accordance with Florida Statutes, Section 482.2265(1)(c) and 482.2265(1)(d).

C. This information shall be provided to the AAR no later than five days after the Commencement Date of the Contract. If, during the course of this Contract, any substitutions or changes are made, the Contractor shall provide the above information to the AAR, prior to use of new substance.

D. The Contractor shall maintain, on file, a copy of all SDS applicable to this Contract, and provide such to the Aviation Authority, upon request, and at no additional cost.

E. All chemicals used under the Contract shall conform to, and be applied in strict compliance with all Federal, State, local, OSHA and CERCLA right-to know laws and regulations. All chemicals, regardless of toxicity category, shall be handled and applied in strict compliance with EPA labeling and use requirements under Federal Insecticide, Fungicide and Rodenticide Act and the Florida Pest Control Act (Florida Statutes, Chapter 482), as such requirements currently exist (or may be revised during the term of this Contract), and shall be properly registered and labeled for control of pests against which they are applied and in the habitat where the pests are found.

F. Insecticide products may be applied as surface sprays following the crack and crevice criteria, as dust or baits applied to areas inaccessible to sprays, or as space applications using dry fog methods for flying insect control. Where space applications are proposed, the Contractor shall provide written notification to the AAR or designee not less than seventy hours in advance of the proposed application. Such notice shall include the target pest(s) to be treated, the product to be used, and the method of application and recommendations to ensure the safety of the building occupants. No such applications shall be made without the written approval of the AAR or designee. **No product identifiable as a fumigant shall be used in any Aviation Authority space or on Aviation Authority property for any purpose.**

G. When it becomes necessary to install rodent bait boxes, as determined by the AAR, the Contractor shall supply a written report to the AAR or designee, which indicates each box location, the date of installation and the date of removal. All rodenticides, regardless of packaging, shall

be placed in tamper-proof, locked or sealed boxes in order to protect the public and non-target species.

H. All empty chemical containers, full and unused rodent bait boxes shall be promptly removed from the Aviation Authority's premises and legally disposed of offsite and at the sole expense of the Contractor.

5.10. Reporting/Recording Requirements

A. For services performed at MCO, the Contractor's pest control technicians shall report to the Central Plant Office, 1 Airport Blvd., prior to commencing work. The Contractor's pest control technician shall log in prior to servicing any areas at MCO, and then, report back to the Control Center to log out before leaving the premises. Additionally, for service to the four Electric Vaults and the Storage Building for Electric Vault West, the technician shall contact the AAR to coordinate an escort.

B. For the purposes of recording service performed and for supporting documentation as attachments to invoices, the Contractor is responsible to provide the Aviation Authority with a work ticket for every area serviced. (A copy of each signed work ticket must be included with the monthly invoice. The Aviation Authority will not be responsible to pay for services that cannot be verified by a properly signed work ticket.) Information on the work ticket(s) will identify both the Contractor and the areas treated for the Aviation Authority. Recorded information on the work ticket(s) shall include, but is not limited to the following:

- 1) the date service is performed.
- 2) the printed name of the pest control technician performing the service.
- 3) a brief description of the service provided.
- 4) the printed name of the department or area serviced.
- 5) the office and/or location name and/or designation for the area serviced, and the time in and time out of the area serviced.
- 6) the signature and printed name of the AAR or designee for work performed each day.

C. Service provided by the Contractor to areas that are not typically/specifically manned will be recorded as stated above.

5.11. Inspection & Evaluation

A. The Aviation Authority reserves the right to inspect service areas to determine if service is being provided by the Contractor in compliance with the Contract Documents, and to determine the effectiveness of the pest control program. For the purpose of co-ordination, the Contractor shall provide the AAR with a work schedule of next/future proposed treatments. Such schedule shall include the approximate time and location of treatments for the advance date and a

description of the method of treatment(s) in each specified location. This shall include the type, quantity and approximate location of any replaced traps and/or treatment devices. Specifics regarding the composition and method of transmission of the advance schedule shall be made with the AAR within five days after the Commencement Date of the Contract.

B. Such inspections may be made independently by the AAR or designee, or jointly with the Contractor's representative(s). If the Aviation Authority deems it necessary, the results of such inspections shall be documented in writing and submitted to the Contractor. In the event deficiencies are noted in such report, the Contractor shall promptly initiate action to correct all deficiencies. Any deficiencies so noted shall be promptly corrected by the Contractor at no additional cost to the Aviation Authority.

5.12. Pesticide Use Reporting Documents

Contractor shall provide quarterly electronic Integrated Pest Management reports to the AAR.

5.13. Use of Premises

A. 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.

B. Contractor shall, within five days after the completion, expiration or termination of the Contract, accomplish the following:

- 1) Remove all capture devices employed in accordance with this Specification. The Contractor shall legally dispose of such devices off site and at the sole expense of the Contractor.
- 2) Turn in any/all keys issued for the performance of this Contract. Failure to turn in keys may require the Aviation Authority to re-key locks and duplicate keys used in the controlled areas. All resulting costs for this service to be billed back to the Contractor.
- 3) Turn in any/all Aviation Authority identification badges issued in connection with the performance of this Contract.
- 4) The Contractor shall provide to the AAR or designee, a written certification of completion of each of the foregoing tasks. In the event the Contractor fails to accomplish the foregoing tasks, the Contractor may be held financially responsible for any and all penalties the Aviation Authority has in practice at that time, or may be required to pay, in the Aviation Authority's discretion, any costs the Aviation Authority incurs to remedy such failure.

5.14. On-Site Communications

A. The Contractor shall provide, at its sole cost, all communications equipment necessary to properly and efficiently perform its obligations under this Contract to include sufficient two-way radios (programmable to interface with GOAA radio system) smart/cell telephones, facsimile/copy machines, office computers, including all accessories, maintenance and repair services for its communications equipment, and all connectivity and retransmission requirements for same.

B. While on duty, all Contractor and Sub-Contractor maintenance personnel shall be equipped with two-way radios. The Contractor's employees and subcontractors shall abide by the Aviation Authority's established radio use procedures and etiquette requirements at all times. Radios provided and maintained by the Contractor must be suitable/programmable to the Aviation Authority's radio frequency.

C. The Contractor shall provide and maintain throughout the term of the Contract a minimum of two operational two-way radios. All radios including replacements, chargers, batteries, maintenance and repair shall be provided at no additional cost to the Aviation Authority.

D. On the date of the Contract commencement, and as needed to reflect changes thereafter, the Contractor shall provide a list of all employees including name, position, and radio and/or smart cell phone contact numbers to the AAR. The Aviation Authority shall assign a specific radio call number or ID ("call sign") to all Contractor's employees assigned radios so that the Aviation Authority can contact specific Contractor personnel directly by radio. The Aviation Authority shall assign a universal radio call number or ID for the on-duty supervisor position and other key personnel in the organization structure that can be used on each shift so that the same radio call sign can be used to contact or dispatch the on-duty supervisor regardless of who the actual person on duty is. The AAR reserves the right to approve or deny any or all radio call signs.

E. The Contractor shall provide contact information for the Site Manager, Assistant Managers, Office Staff, Supervisors and others as required where information requests can be forwarded, or other exchanges of information may occur. E-mail services shall be on the Contractor's company provided e-mail system and shall be at the sole cost of the Contractor. If the Contractor chooses to have Internet Access available for its use, all costs shall be at the Contractor's sole expense.

F. Communication shall be provided by the Contractor for its staff, at its sole cost (including any and all maintenance costs), including one cell phone per assigned personnel onsite.

5.15. Safety & 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.

5.16. Materials Disposal

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

5.17. Additional Work

A. "Additional Work" shall refer to Insect or rodent control treatment as deemed necessary by the AAR that is outside of the normal scope of work listed in this Contract.

B. Additional Work shall be performed by the Contractor only upon written authorization of the AAR or designee.

5.18. Exhibits

Exhibits are attached hereto and incorporated herewith.

Exhibit "A" Orlando Executive Airport Locations

Exhibit "B" Orlando International Airport Locations (MCO)

Exhibit "C" MCO Train Station Locations

Exhibit "D" Trailer Complex Locations

Exhibit "E" Terminal C Locations

6. Price Table(s)

PRICE SCHEDULE, PEST CONTROL SERVICES

Year 1

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	
4	Pest Control Services - Non-Standard Hours	1000	Hour	
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	
6	Pest Control Services - Non-Standard Hours	200	Hour	
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	
8	Pest Control Services - Non-Standard Hours	25	Hour	
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
10	Pest Control Services - Non-Standard Hours	1000	Hour	
Total				

PRICE SCHEDULE, PEST CONTROL SERVICES

Year 2

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	
4	Pest Control Services - Non-Standard Hours	1000	Hour	
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	
6	Pest Control Services - Non-Standard Hours	200	Hour	
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
8	Pest Control Services - Non-Standard Hours	25	Hour	
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	
10	Pest Control Services - Non-Standard Hours	1000	Hour	
Total				

PRICE SCHEDULE, PEST CONTROL SERVICES

Year 3

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	
4	Pest Control Services - Non-Standard Hours	1000	Hour	
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
6	Pest Control Services - Non-Standard Hours	200	Hour	
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	
8	Pest Control Services - Non-Standard Hours	25	Hour	
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	
10	Pest Control Services - Non-Standard Hours	1000	Hour	
Total				

PRICE SCHEDULE, PEST CONTROL SERVICES

Year 4

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
4	Pest Control Services - Non-Standard Hours	1000	Hour	
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	
6	Pest Control Services - Non-Standard Hours	200	Hour	
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	
8	Pest Control Services - Non-Standard Hours	25	Hour	
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	
10	Pest Control Services - Non-Standard Hours	1000	Hour	
Total				

PRICE SCHEDULE, PEST CONTROL SERVICES

Year 5

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	
4	Pest Control Services - Non-Standard Hours	1000	Hour	
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	
6	Pest Control Services - Non-Standard Hours	200	Hour	
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	
8	Pest Control Services - Non-Standard Hours	25	Hour	
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	
10	Pest Control Services - Non-Standard Hours	1000	Hour	
Total				

7. Sample Contract

7.1. Contract Instructions

The Aviation Authority's intent is to enter into a five-year contract with an effective date on or about 07/01/2024. This include may also include renewal options.

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

- A. If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).
- B. If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.
- C. If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having Aviation Authority to bind the company.
- D. If Contractor is a sole proprietorship, the owner shall sign the Contract.

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

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

7.2. Contract

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to furnish all labor, supervision, management, administrative oversight, supplies and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Contract 24-320-2-IFB, Pest Control SERVICES, in accordance with the Contract Documents which consist of the Contract, Response Price Page(s), the General Information, the Special Conditions, the Scope of Work, the Terms and Conditions, any Addenda issued prior to the execution of the Contract, and the Solicitation, each of which are incorporated herein by this reference.

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

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

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

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

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

GREATER ORLANDO AVIATION AUTHORITY

By: _____

Name/Title: _____

Date: _____

“CONTRACTOR”

By: _____

Name/Title: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

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

Name of Law Firm: _____

By: _____

Date: _____

8. Aviation Authority Standard Terms and Conditions

8.1. Intent to Award-Appeal

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

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

8.2. Awards

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

8.3. Additional Terms & Conditions

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

8.4. Purchasing Contracts with Other Governmental Entities

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

8.5. Lobbying Statement

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

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

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

8.6. Whistle Blower Reporting Line

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

8.7. EEO Statement

Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. The Aviation Authority is an equal opportunity employer.

8.8. Federal Fair Labor Standards Act

All Contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

8.9. Occupational Safety and Health Act of 1970

All Contracts and Sub-Contracts that result from this Contract incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor (also known as Consultant) must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and their Subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

8.10. Discounts

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

8.11. Pricing

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

other reason. All of the Respondent's overhead costs, including, but not limited to, the costs of the required bonds and insurance coverages, shall be included in such Respondent's prices listed in its Solicitation.

8.12. Incurred Cost

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

8.13. Errors

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

8.14. Taxes

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

8.15. Silence of Specifications

The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided.

8.16. Assignment

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Aviation Authority's prior written consent, which consent may be granted or withheld in the Aviation Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, change in federal identification number or, any change in ownership of or power to vote a majority of the outstanding voting stock or ownership interests of the Contractor shall constitute an assignment of this Contract for purposes of this Section. In the event the Contractor assigns or subcontracts or attempts to assign or subcontract any right or obligation arising under this Contract without the Aviation Authority's prior written consent, the Aviation Authority shall be entitled to terminate this Contract. Assignments require at least 60 days prior notice.

8.17. Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the

expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Aviation Authority may have as to any party or person described therein.

8.18. Patents and Royalties

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

8.19. Software License to Contractor

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

8.20. Warranty Against Infringement of Intellectual Property

Contractor warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Contractor will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Contractor will pay any and all costs and damages finally awarded against the Aviation Authority or the Aviation Authority as licensee in such actions which is attributable to such claim. Should the products or services become, or in Contractor's opinion be likely to become, the subject of any claim of infringement, Contractor shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available to Contractor, terminate this agreement and refund to the Aviation Authority the payments actually made to Contractor under this agreement.

8.21. Optional Ownership of Work Product

Contractor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for the Aviation Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the “Work Product”) and Contractor acknowledges that such Work Product may be considered “work(s) made for hire” and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Contractor hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product

or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.

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

In the course of performing the Agreement work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases or of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall

be in addition to any other remedies available to the Aviation Authority under this Agreement. The provisions of this Section shall survive the expiration or earlier termination of the Agreement.

8.23. Training

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

8.24. Acceptance

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

8.25. Safety Warranty

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

8.26. Warranty

The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Solicitation shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Aviation Authority by any other provision of this Solicitation.

8.27. Conflict of Interest

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

8.28. Drug-Free Workplace

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

8.29. Discriminatory Vendor List

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

8.30. Public Entity Crimes

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

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

8.31. Scrutinized Companies

Awarded Contractor shall certify that it and its Subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. For Contracts of any amount, if the Aviation Authority determines the

Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the Aviation Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Aviation Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Aviation Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the Aviation Authority may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these Contracting prohibitions, this section shall become inoperative and unenforceable.

8.32. Licenses and Certifications

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

8.33. Subcontractors

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

- A. Obtain approval in advance by the Aviation Authority.

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

8.34. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Aviation Authority employee. Only those communications, which are in writing from an authorized Aviation Authority representative, may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the company, will be recognized by the Aviation Authority as duly authorized expressions on behalf of the Contractor.

8.35. Litigation Venue

All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Orange County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

8.36. Addition, Deletion, or Modification of Services

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

8.37. Operation During Dispute

In the event the Aviation Authority has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the Contractor and the Aviation Authority, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the court.

8.38. Funding

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

8.39. Contract Termination

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

- C. **Termination for Cause:** If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Aviation Authority shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date.
- D. Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Agreement by Contractor, and the Aviation Authority may withhold any payments to

Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation Authority from Contractor is determined. This provision shall survive the termination of this agreement and shall not relieve the Contractor of its liability to the Aviation Authority for damages.

- E. **Termination for Convenience of Aviation Authority:** The Aviation Authority may terminate this Agreement at any time for any reason or no reason at all by giving at least thirty (30) days' notice in writing to the Contractor. If the Agreement is terminated by the Aviation Authority as provided herein, Contractor will be paid for the services performed through the Termination Date.
- F. **Termination for Convenience of Contractor:** The Contractor may terminate this Agreement by giving at least 180 days' notice to the Aviation Authority. Upon receipt of notice of termination by the Aviation Authority from the Contractor, Contractor shall perform the services through the end of Termination Date and shall be paid for the services performed through the Termination Date.

8.40. Contractor Responsibilities

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

8.41. Supervision of Contract

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

8.42. Monitoring of Work

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

8.43. Prompt Payment

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

8.44. Right To Audit Records

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

8.45. Copying Documents

Contractor hereby grants the Aviation Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Aviation Authority with or in connection with the Contractor's Response or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be

on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Aviation Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by Aviation Authority for its own internal purposes or for responding to requests for copies from any member of the public regardless of whether the request is specifically characterized as a public records request pursuant to Chapter 119, Florida Statutes. This provision shall survive the expiration or termination of the Contract.

8.46. Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: www.orlandoairports.net/publicrecords; PHONE NUMBER 407-825-2400; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827.

A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the Aviation Authority in order to perform the service. Upon request from the Aviation Authority's custodian of public records, provide the Aviation Authority with a copy of the requested records or allow the access to public records to be inspected or copied within a reasonable time on the same terms and conditions that the Aviation Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119.07, Florida Statutes, or as otherwise provided by law. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Aviation Authority. Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Aviation Authority, all public records in possession of the Contractor or keep and maintain public records required by the Aviation Authority to perform the service. If the Contractor transfers all public records to the Aviation Authority upon completion of the Contract, the Contractor shall, upon termination of the Contract, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Aviation Authority, upon request from the Aviation Authority's custodian of public records, in a format that is compatible with the information technology systems of the Aviation Authority. If a Contractor does not comply with a public records request, the Aviation Authority shall enforce the Contract provisions in accordance with the Contract.

8.47. Federal Compliance Provisions

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

- A. **Equal Employment Opportunity:** For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.
- B. **Davis–Bacon Act:** For any federally assisted construction Contract, in excess of two thousand dollars (\$2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.
- C. **Contract Work Hours and Safety Standards Act:** For any federally assisted Contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).
- D. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or Bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- E. **Debarment and Suspension:**
 - 1. Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180

and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

2. Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award.
 - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and the Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- F. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).
- G. **Energy Policy and Conservation Act:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.
- H. **Federal System for Award Management:** A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.

- I. **Title Vi List of Pertinent Nondiscrimination Acts And Authorities** During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Procurement of Recovered Materials:

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

8.48. Federal Emergency Management Agency (FEMA) Contract Requirements

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

8.49.....Additional FEMA Requirements.

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

A. Access to Records. The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the Florida Division of Emergency Management, Greater Orlando Aviation Authority, Orlando, Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the non-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

C. No Obligation by Federal Government.
The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non -- Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.

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

9. Vendor Submissions IFB

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

9.1. RESPONDENT IDENTIFICATION

9.1.1. Responding Company's Name*

Provide the name of Respondent company

Maximum response length: 100 characters

*Response required

9.1.2. Responding Company's Address*

Maximum response length: 200 characters

*Response required

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

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

Maximum response length: 100 characters

*Response required

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

Maximum response length: 100 characters

*Response required

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

Maximum response length: 100 characters

*Response required

9.1.6. Federal Employer Identification Number*

Maximum response length: 200 characters

*Response required

9.2. PRICING

9.2.1. Pricing Table*

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

Please confirm

*Response required

9.3. MINIMUM REQUIREMENTS

9.3.1. Registered with the State of Florida. *

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

Upload a copy of such registration/qualification.

*Response required

9.3.2. Minimum Experience*

Respondent shall have a minimum of _____ years' experience within the last _____ years, prior to the date of this solicitation, _____

Respondent shall confirm as an affirmative statement of such experience.

Please confirm

*Response required

9.3.3. References*

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

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

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

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

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

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

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

Please confirm

*Response required

9.3.4. Reference 1*

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

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

Maximum response length: 300 characters

*Response required

9.3.5. Reference 2*

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

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

Maximum response length: 200 characters

*Response required

9.3.6. Reference 3*

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

- A. Organization's Name
- B. Organization's Address
- C. Contact Person's Name
- D. Contact Person's Email/Contact Person's Phone

- E. Brief Description of Project
- F. Square Footage
- G. Date of Services

Maximum response length: 200 characters

*Response required

9.3.7. Proof on Insurability*

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

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

Please upload proof of insurability.

*Response required

9.4. ADDITIONAL RESPONSE REQUIREMENTS

9.4.1. Contractor's Personnel as Listed in Section 3, Scope of Work/Specifications*

1. Provide the Resume for the Manager and all Pest Control Technicians assigned to this contract.
2. Provide copy of license issued by the Florida Department of Agriculture and Consumer Services (FDACS).
3. In accordance with the State of Florida Pest Control Licensing and Certification guidelines, provide the Name and resume of the full-time Florida-Certified operator employee in charge of the pest control operations of the associated business location.
4. List of Equipment and Tools as listed in Section 3, Scope of Work.

*Response required

9.4.2. Acknowledgement of Addenda*

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

Please confirm

*Response required

9.4.3. Certification Regarding Prohibition Against Contracting with Scrutinized Companies*

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

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

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

Please confirm

*Response required

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

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

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

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

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

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

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

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

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

Please confirm

*Response required

9.4.5. Complete and Sign Conflict of Interest Disclosure Form*

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

- [GOAA-Conflict of Interest F...](#)

*Response required

9.4.6. Drug-Free Workplace Certification*

By selecting "Confirm", I certify, that if awarded, Respondent shall maintain a drug-free workplace in accordance with the Florida Drug-free Workplace Act during the duration of the contract. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all

such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.

Please confirm

*Response required

9.4.7. Current W9*

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

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

*Response required

9.4.8. Respondent's Certification ***CONTRACT****

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

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

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

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

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

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

Please confirm

*Response required

[HOME PARAMOUNT PEST CONTROL COMPANY] RESPONSE DOCUMENT REPORT

IFB No. 24-320-2-IFB

Pest Control Svces.

RESPONSE DEADLINE: May 21, 2024 at 11:00 am

Report Generated: Friday, May 24, 2024

Home Paramount Pest Control Company Response

CONTACT INFORMATION

Company:

Home Paramount Pest Control Company

Email:

gselander@homeparamount.com

Contact:

Gina Selander

Address:

2011 Rock Spring Road
Forest Hill, MD 21050

Phone:

(800) 695-3532

Website:

www.homeparamount.com

Submission Date:

May 17, 2024 10:56 AM

24-320-2-IFB Pest Control Services

ADDENDA CONFIRMATION

Addendum #1

Confirmed May 14, 2024 10:46 AM by Gina Selander

QUESTIONNAIRE

1. RESPONDENT IDENTIFICATION

RESPONDING COMPANY'S NAME*

Provide the name of Respondent company

Maximum response length: 100 characters

Home Paramount Pest Control Company

RESPONDING COMPANY'S ADDRESS*

Maximum response length: 200 characters

2011 Rock Spring Rd. Forest Hill, MD 21050

RESPONDENT'S CONTACT'S NAME AND TITLE*

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

Maximum response length: 100 characters

Gina Selander Corporate Commercial Manager

EMAIL ADDRESS OF THE RESPONDENT'S CONTACT PERSON*

Maximum response length: 100 characters

gselander@homeparamount.com

PHONE NUMBER OF THE RESPONDENT'S CONTACT PERSON*

Maximum response length: 100 characters

410-510-0700 x 8162

FEDERAL EMPLOYER IDENTIFICATION NUMBER*

Maximum response length: 200 characters



2. PRICING

PRICING TABLE*

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

Confirmed

3. MINIMUM REQUIREMENTS

REGISTERED WITH THE STATE OF FLORIDA.*

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

Upload a copy of such registration/qualification.

Sunbiz_FL_Corp.pdf

403_-_Orange_County.pdf

MINIMUM EXPERIENCE*

Respondent shall have a minimum of _____ years' experience within the last _____ years, prior to the date of this solicitation,

Respondent shall confirm as an affirmative statement of such experience.

Confirmed

REFERENCES*

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

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

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

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

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

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

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

Confirmed

REFERENCE 1*

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

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email/Contact Person's Phone
- e. Brief Description of Project
- f. Square Footage
- g. Date of Services

Maximum response length: 300 characters

BWI Airport- MAA

P.O. Box 8766
Third Floor, Terminal Building
BWI Airport MD 21240-0766

Contact: Dana Roche

droche1@bwiairport.com

W) 410-859-7703

Start date 9/30/2011

Square Footage- 2.42 million Pest Control

REFERENCE 2*

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

- a. Organization's Name
- b. Organization's Address

- c. Contact Person's Name
- d. Contact Person's Email/Contact Person's Phone
- e. Brief Description of Project
- f. Square Footage
- g. Date of Services

Maximum response length: 200 characters

Richmond International Airport 1 Richard E Byrd Terminal Dr. Richmond VA 23250 PBarksdale@flyrichmond.com 804-226-3000 Start of Service 07/18/2017 Square Footage 100K Pest Control

REFERENCE 3*

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

- a. Organization's Name
- b. Organization's Address
- c. Contact Person's Name
- d. Contact Person's Email/Contact Person's Phone
- e. Brief Description of Project
- f. Square Footage
- g. Date of Services

Maximum response length: 200 characters

MARTIN COUNTY, FL 2990 SE Dixie Hwy Stuart, FL 34996 Rodolfo Paradelo rparadelo@martin.fl.us 772-925-6235 Start of Service 7/2016 Square Footage 1,129,243 Pest Control

PROOF ON INSURABILITY*

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

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

Please upload proof of insurability.

COI_Greater_Orlando_Aviation_Authority.pdf

4. ADDITIONAL RESPONSE REQUIREMENTS

CONTRACTOR'S PERSONNEL AS LISTED IN SECTION 3, SCOPE OF WORK/SPECIFICATIONS*

1. Provide the Resume for the Manager and all Pest Control Technicians assigned to this contract.
2. Provide copy of license issued by the Florida Department of Agriculture and Consumer Services (FDACS).
3. In accordance with the State of Florida Pest Control Licensing and Certification guidelines, provide the Name and resume of the full-time Florida-Certified operator employee in charge of the pest control operations of the associated business location.
4. List of Equipment and Tools as listed in Section 3, Scope of Work.

Thomas_Iversen_Resume_.pdf

Pest_Control_and_Extermination_Tools_and_Equipment.pdf

403_FL_Pesticide_Business_License_ID.PDF

S.Stewart_FL_Cert.pdf

S.Stewart_FL_Reg.pdf

E.Oliveras_FL_Reg.pdf

T.Randle_FL_Reg.pdf

T.Iversen_FL_Reg.pdf

T.Iversen_FL_Cert-_COIC_403.pdf

ACKNOWLEDGEMENT OF ADDENDA*

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

Confirmed

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES*

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

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

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

Confirmed

VERIFICATION OF EMPLOYMENT STATUS / E-VERIFY CERTIFICATION*

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

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

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

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

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

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

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

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

Confirmed

COMPLETE AND SIGN CONFLICT OF INTEREST DISCLOSURE FORM*

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

- [GOAA-Conflict of Interest F...](#)

Conflict_of_Interest_Disclosure_Form-completed.pdf

DRUG-FREE WORKPLACE CERTIFICATION*

By selecting "Confirm", I certify, that if awarded, Respondent shall maintain a drug-free workplace in accordance with the Florida Drug-free Workplace Act during the duration of the contract. No employee shall be hired by a Contractor for work on Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.

Confirmed

CURRENT W9*

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

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

W9_2024.pdf

RESPONDENT'S CERTIFICATION ***CONTRACT****

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

I hereby propose to furnish the goods or services specified in this Solicitation at the prices or rates quoted in my submittal. I agree that my submittal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the Aviation Authority adequate time to evaluate the submittals.

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

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

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

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

Confirmed

PRICE TABLES

PRICE SCHEDULE, PEST CONTROL SVCS.

Year 1

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	\$2,760.00
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	\$0.00
Orlando International Airport (MCO) - Exhibit B				

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
3	Pest Control Services - Standard Hours	2912	Hour	\$35.00
4	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	\$40.00
6	Pest Control Services - Non-Standard Hours	200	Hour	\$0.00
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	\$35.00
8	Pest Control Services - Non-Standard Hours	25	Hour	\$0.00
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	\$13.30
10	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
Total				

PRICE SCHEDULE, PEST CONTROL SVCS.

Year 2

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	\$2,760.00

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	\$0.00
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	\$35.00
4	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	\$40.00
6	Pest Control Services - Non-Standard Hours	200	Hour	\$0.00
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	\$35.00
8	Pest Control Services - Non-Standard Hours	25	Hour	\$0.00
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	\$13.30
10	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
Total				

PRICE SCHEDULE, PEST CONTROL SVCS.

Year 3

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	\$2,760.00
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	\$0.00
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	\$35.00
4	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	\$40.00
6	Pest Control Services - Non-Standard Hours	200	Hour	\$0.00
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	\$35.00
8	Pest Control Services - Non-Standard Hours	25	Hour	\$0.00
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	\$13.30
10	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
Total				

PRICE SCHEDULE, PEST CONTROL SVCS.

Year 4

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	\$2,760.00
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	\$0.00
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	\$35.00
4	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	\$40.00
6	Pest Control Services - Non-Standard Hours	200	Hour	\$0.00
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	\$35.00
8	Pest Control Services - Non-Standard Hours	25	Hour	\$0.00
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	\$13.30
10	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
Total				

PRICE SCHEDULE, PEST CONTROL SVCS.

Year 5

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
Orlando Executive Airport (ORL) - Exhibit A				
1	Pest Control Services - Standard Hours	12	Monthly	\$2,760.00
2	Pest Control Services - Additional Work Non-Standard Hours	40	Hour	\$0.00
Orlando International Airport (MCO) - Exhibit B				
3	Pest Control Services - Standard Hours	2912	Hour	\$35.00
4	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
MCO Train Station - Exhibit C				
5	Pest Control Services - Standard Hours	800	Hour	\$40.00
6	Pest Control Services - Non-Standard Hours	200	Hour	\$0.00
Trailer Complex - Exhibit D				
7	Pest Control Services - Standard Hours	72	Hour	\$35.00
8	Pest Control Services - Non-Standard Hours	25	Hour	\$0.00
Terminal C - Exhibit E				
9	Pest Control Services - Standard Hours	2912	Hour	\$13.30

Line Item	Description	Est. Quantity	Unit of Measure	Unit Cost
10	Pest Control Services - Non-Standard Hours	1000	Hour	\$0.00
Total				



PEST MANAGEMENT PROPOSAL

GREATER ORLANDO AVIATION AUTHORITY

24-320-2-IFB

PEST CONTROL SERVICES

MAY 21, 2024

HOME PARAMOUNT PEST CONTROL COMPANY | 888-888-HOME WWW.HOMEPARAMOUNT.COM

CONFIDENTIALITY NOTICE: This document is confidential and intended for the above named recipient. Any copying, altering or changes made by any other party other than the recipient or Home Paramount Pest Control Company is prohibited.

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

May 21, 2024

Dear Greater Orlando Aviation Authority,

As your current pest management provider, we thank you for the opportunity to participate in this bid.

Home Paramount, now celebrating over 85 years in the pest control business is one of the largest and most respected pest management firms in the United States. We remain family-owned and operated and customer service and satisfaction continue to be paramount to us.

This proposal includes information about our proposed scope of services and pricing. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Gina Selander

Gina Selander
Commercial Operations Manager
Office: 410-510-0700 X8162
gselander@homeparamount.com

Company Profile

Home Paramount Pest Control operates 36 offices in 7 states and is one of the largest, independent family-owned and operated pest control firms in the nation. We employ over 550 team members and strive to recruit, develop and retain highly qualified personnel.

Home Paramount was founded by Walter A. Tilley, Sr. in Baltimore, Maryland in 1939 operating as Home Exterminating Company. Always active in his community, Mr. Tilley helped establish the Maryland Pest Control Association in 1943. This association of industry members set the stage for the modern pest management industry and helped form a framework for the industry's regulatory and business standards.

The acquisition of the Virginia based Paramount Termite Control Company was a pivotal moment in the organization's history. Paramount, a regional powerhouse, provided pest and termite control services throughout Virginia. The two companies ultimately merged to form Home Paramount Pest Control. This merger combined complementary resources and similar organizational philosophies to enhance customer service and technical excellence. The diversification of Home Paramount's business interests also provided exciting synergies benefiting Home Paramount's customers through access to state of the art pest control products and technologies. Today, Home Paramount is a third-generation family-owned and operated business and one of the largest independent pest management firms in the United States. With branch offices in Delaware, Florida, Pennsylvania, Maryland, Virginia, South Carolina and North Carolina, Home Paramount has transformed from a small family operation to the leading pest management firm in the Mid-Atlantic.

Home Paramount's trained, dedicated staff is part of a comprehensive pest management team that is prepared to partner with you to guarantee superior results. Home Paramount boasts a team of full-time entomologists who strive to keep our customers and service personnel up to date of technical and regulatory trends. Our commitment to community and to the pest control industry has been proven through over seventy nine years of service.

For additional information we invite you to visit our website at www.homeparamount.com.

A Company Committed to Health and Safety

We are committed to the health and safety of our employees, our clients and our environment. For generations, Home Paramount Pest Control has taken the initiative to research, implement and monitor new technologies and materials to ensure the health and safety of all of the communities we serve. Our personnel are specifically trained to make responsible decisions regarding product use and recommend non-chemical solutions when possible. At the same time, we recognize that unwanted pests pose real health and safety risks to our customers and their clients and we will partner with you to implement manageable solutions responsibly.

Environmentally Friendly Company - Premium Green™



Commitment to Sustainability – Our Premium Green program takes a holistic approach to pest control that integrates inspections and exclusion services with the judicious application of “green” products. This integrated approach involves a series of evaluations, decisions and controls. Priority is always given to low impact, non-chemical and least disruptive solutions.

Premium Green products are carefully selected based on impact and effectiveness. For example, we use a revolutionary line of botanically derived pest control products made of essential oils such as clove, peppermint, rosemary and thyme. These products are based on the natural defenses plants use to combat insects and are extremely effective.

Home Paramount's green termite solution is the *Sentricon® Colony Elimination System*. The only termite control product ever to earn the Presidential Green Chemistry Challenge Award.

Integrated Pest Management - The Home Paramount Approach

Home Paramount's Integrated Pest Management (IPM) philosophy is a systematic approach to controlling pests that does not rely on automatic application of pesticides on a scheduled basis. Instead, IPM relies on thorough inspection followed by intervention if, when, and where needed. Sanitation, maintenance, landscape alteration, education and chemical methods may be used in site specific combinations to solve or prevent pest problems. Pest control materials selected for use are applied in a manner that reduces or eliminates exposure to people, animals and the environment, but maximizes exposure to target pests. IPM relies on communication and cooperation between the customer and the pest control technician. Below is a list of recommendations that can be helpful in managing pest infestations.

Our IPM approach involves three steps:

1. A floor level inspection of each building to identify pest activity, entry points, harborage areas, and potential food sources.
2. A customized, facility-specific pest management program employing the least hazardous, most up-to-date pest management methods for effective control. This pest management plan will change seasonally to best address the various pest pressures that are present throughout the year.
3. An on-going monitoring and communication program to keep you up-to-date on what pests are present and what Home Paramount is doing to prevent and/or minimize infestations. A written service record of each service.

The benefits of our IPM program are:

- ✓ Provides long term results
- ✓ Environmentally friendly
- ✓ Reduces unnecessary chemical use and its liability
- ✓ Reduces risk of pesticide resistance
- ✓ Proactive, not reactive
- ✓ Detects a potential pest problem before it's a major problem
- ✓ Provides a written record of pest activities and control actions
- ✓ Promotes a better community relationship
- ✓ Site-specific

COMMON PEST SERVICES

Target Pests

Home Paramount can provide pest management services for ants (excludes big-headed, caribbean crazy, carpenter, fire, pharaoh and white footed), centipedes, cockroaches, crickets, earwigs, ground beetles, indoor mice, millipedes, pill bugs, silverfish, sow bugs, spiders and springtails. Home Paramount will service the property for the target pest(s) using such materials as it deems necessary in its sole discretion. No other pests, other than those specified in the Scope of Service, are covered under this Agreement. Total elimination of the target pest(s) is not guaranteed and full control of some pests may require additional service fees.

Extra Service Requests

Home Paramount customers may need additional services in between scheduled visits. Our Customer Service Call Center and our Commercial Account Management team are available during and after standard business hours and

on weekends to receive these emergency service requests. Service requests for pests not covered under the Service Agreement will be quoted and billed separately.

Education and Communication

In addition to communicating non-chemical control recommendations, the Home Paramount technician should also be on the lookout for “teachable moments” or opportunities to explain pest biology and behavior, or ways that the client’s pest management efforts can be made more efficient. Specialized training meetings can be developed to accommodate small, medium or large size groups for in-depth pest management training at the client’s location. One of the most effective ways to communicate with the client is through the use of a Pest Sighting Log. The Pest Sighting Log allows the client and their employees to report the presence of pests or their evidence to Home Paramount 24 hours a day, seven days a week. The Pest Sighting Log also provides verification to the client that concerns have been addressed. The Pest Sighting Log is typically located in centralized place at the customer’s facility, like the front, or facility manager’s office. It should be readily accessible to the client and their employees as well as the Home Paramount service technician.

ADDITIONAL OPTIONAL PEST SPECIFIC SERVICES

Bed Bugs

Bed bugs probably received their common name from their habit of feeding on humans while they sleep in their beds. Bed bugs have also been called "red coats," "mahogany flats," and "wall-lice." Any effective bed bug control strategy should start with a careful, thorough inspection by a Home Paramount Pest Control representative of all known and suspected spots where the bugs may be harboring. This is not a pest that can be controlled effectively with do-it-yourself measures. If discovered, Home Paramount will develop a treatment and control strategy with you depending on the extent of the infestation. Multiple methods of control are available to the pest management professional, these methods may be combined to achieve control including insecticides, thermal remediation, steam and fumigation.

Birds

Birds become pests when they nest or roost in the wrong areas. Their droppings create health and safety concerns associated to more than 60 transmittal diseases. Histoplasmosis is a fatal respiratory disease that results from a fungus growing in dried bird droppings and Salmonellosis can be traced to pigeons, starlings and sparrows. Home Paramount has an array of service programs that includes identification of entry points and habitat modification including traps or other treatment and ongoing maintenance to deter and repel roosting and nesting.

Common Nuisance Flies

Flies are more than an annoyance to your patrons, guests and your livestock. Their unlimited range maximizes their ability to contaminate food preparation and storage areas as well as animal feed. Diseases carried by the common house fly include typhoid, cholera and dysentery. Other diseases include salmonella, anthrax and tuberculosis. House flies have also been known to transmit the eggs of parasitic worms. Tolerable control of these pests is challenging and necessitates a thorough review of options. Home Paramount can offer both pesticide and non-pesticide alternatives to reduce fly population and breeding sites.

Interior plants can be a source of annoying and persistent infestations of aphids and gnats. While controlling these pests is the typically the responsibility of the horticulturists, Home Paramount entomologists can provide on-site guidance as to the most appropriate materials measure and products to eliminate them.

Mosquito and Ticks

Not simply a pest, mosquitoes are a vector for some of the world’s most dangerous diseases such as Encephalitis, Malaria and West Nile Virus. Home Paramount’s three part abatement program reduces these populations. This

includes inspection and identification of conducive conditions of breeding sites, treatment of high risk areas to interrupt the life cycle and treatment of daytime resting places to eliminate the current population.

Ticks often found in bushy areas and areas of vegetation live off the blood of their hosts such as domestic animals, wildlife, rodents, livestock and of course humans. Because ticks dwell near the skin of the host, they are often masked by clothing, fur or hair and are not easily detectable. Lyme disease can be transmitted during a bite, but symptoms may not appear until much later. Home Paramount will treat Eco tone areas with effective products designed to reduce tick populations and control future invasions.

Termites

Termites are responsible for an estimated \$5 billion dollars of damage every year in the United States. Because termite damage is not typically covered by insurance, repairs can be costly. Home Paramount has a holistic approach that offers a low impact, non-chemical and less disruptive solution with the Sentricon® Colony Elimination System. The first and most successful termite baiting system is a unique cellulose matrix inserted into strategically placed, in-ground bait stations. Termites feed on the Recruit® termite bait, share it, and the colony dies. The effectiveness of the Sentricon System at eliminating termite colonies is supported through independent research at 30 universities, 70 published scientific articles, and by the U.S. Department of Agriculture.

2023 EXPIRES 9/30/2024 3117-1222850
3117 PEST CONTROL SERVIC \$40.00 11 EMPLOYEES

TOTAL TAX \$40.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$90.00
TOTAL DUE \$0.00

SONG PATRICIA T

HOME PARAMOUNT PEST CONTROL COMPANY
SONG PATRICIA T
2011 ROCK SPRING RD
FOREST HILL MD 21050

1551 LEE RD
A - ORLANDO, 32810

PAID: \$90.00 0099-01111371 7/18/2023

Tax Collector Scott Randolph

Local Business Tax Receipt

Orange County, Florida

This local Business Tax Receipt is in addition to and not in lieu of any other tax required by law or municipal ordinance. Businesses are subject to regulation of zoning, health and other lawful authorities. This receipt is valid from October 1 through September 30 of receipt year. Delinquent penalty is added October 1.

2023 EXPIRES 9/30/2024 3117-1222850
3117 PEST CONTROL SERVIC \$40.00 11 EMPLOYEES

TOTAL TAX \$40.00
REGULATED WASTE \$50.00
PREVIOUSLY PAID \$90.00
TOTAL DUE \$0.00



SONG PATRICIA T

HOME PARAMOUNT PEST CONTROL COMPANY
SONG PATRICIA T
2011 ROCK SPRING RD
FOREST HILL MD 21050

1551 LEE RD
A - ORLANDO, 32810

PAID: \$90.00 0099-01111371 7/18/2023

This receipt is official when validated by the Tax Collector.

Orange County Code requires this local Business Tax Receipt to be displayed conspicuously at the place of business in public view. It is subject to inspection by all duly authorized officers of the County.

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
January 18, 2024

File No.
JB266147

Expires
December 31, 2024

THE PEST CONTROL COMPANY FIRM NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **December 31, 2024** AT

1551 LEE RD
ORLANDO, FL 32810

HOME PARAMOUNT PEST CONTROL
COMPANY
P O BOX 850
FOREST HILL, MD 21050

Fumigation
General Household Pest and
Rodent Control
Lawn and Ornamental
Termite and Other WDO
Control



WILTON SIMPSON, COMMISSIONER



C
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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

HOME PARAMOUNT PEST CONTROL COMPANY
1551 LEE RD
PEST CONTROL COMPANY FIRM

JB266147

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **December 31, 2024**



Signature

COMMISSIONER

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



Conflict of Interest Disclosure Form

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

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

Comments:

N/A

Acknowledged by:

Gina Selander

Firm Name:

Home Paramount Pest Control Company

Signature of Authorized Representative:

Name and Title (Print or Type):

Gina Selander, Corporate Commercial Manager

Date:

5/14/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2023

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 York Insurance Services Inc 2011 Rock Spring Road P O Box 900 Forest Hill MD 21050		CONTACT NAME: Valerie J McKay PHONE (A/C, No, Ext): (410) 838-1851 E-MAIL ADDRESS: vmckay@yorkinsuranceservices.com FAX (A/C, No): (410) 893-4187																						
INSURED Home Paramount Pest Control Company 2011 Rock Spring Road P O Box 850 Forest Hill MD 21050		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Insurance Co</td> <td></td> <td>11150</td> </tr> <tr> <td>INSURER B: Hartford Fire Ins. Co.</td> <td></td> <td>19682</td> </tr> <tr> <td>INSURER C: Hartford Underwriters Ins. Co.</td> <td></td> <td>30104</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Arch Insurance Co		11150	INSURER B: Hartford Fire Ins. Co.		19682	INSURER C: Hartford Underwriters Ins. Co.		30104	INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 2023-24 AI-No Forms

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> Pest Inspection Damage GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BPPKG0537210	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		30CSES31801	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			BPFXS0007810	10/01/2023	10/01/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
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	N/A	30WNS31800	10/01/2023	10/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

RE: Contract 08-19 Greater Orlando Aviation Authority and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizens' advisory committees of each), officers, agents and employees of each are included as additional insureds under such policy or policies of commercial general and automobile liability insurance from and against any and all liability arising out of and in connection with the contractors performance of the contract work. 30 Day Notice of Cancellation of adverse material changes on general liability, automobile liability, workers compensation/employers liability and pollution liability policies.

CERTIFICATE HOLDER**CANCELLATION**

Greater Orlando Aviation Authority 8652 Casa Verde RD BLDG 811 Orlando FL 32827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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1925 Ballenger Ave.
Suite 350
Alexandria, VA. 22314

September 3, 2024

To Whom it may Concern,

As part of our annual underwriting analysis, we review the accounts financial information. Home Paramount continues to meet our requirements for qualification under a deductible program offering.

In addition, Home Paramount has been a client for 20 years and continues to be in good standing and meeting all of their necessary obligations within the insurance contract.

If there is any additional information that you need, please let me know.

Regards,

David Siegal

David Siegal
Director
National Accounts

Hartford Fire Insurance Company



Date: April 3, 2024

Agency Code: 30 720721

YORK INSURANCE SERVICES INC
PO BOX 900
FOREST HILL, MD 21050

OBLIGEE:
Greater Orlando Aviation Authority
8652 Casa Vere Road
Building 811
Orlando, FL 32827

Attn: Bond Department

Insured / Principal: Home Paramount Pest Control Company
Policy / Bond #: 30BSBGS6057
Account Name/Number: Home Paramount Pest Control Company 30M100726962
Policy Term: July 1, 2024 - June 30, 2025
Type of Policy: Surety - Miscellaneous
Billing Term: Annual
Billing Type: Direct Bill
Transaction Type: Renewal
Transaction Effective Date: July 1, 2024
Contract Price: \$43,300
Performance Bond Limit: \$0

Agent's Advice of Premium for Fidelity and Surety Bonds

Premium	Commission %	Commission Amount
\$ 650	30.00 %	\$ 195.00

APR 12 2024

COMMENTS :

Premium will be included in your usual Agency Accounting statement or Direct Bill notification.
If you have any questions regarding this transaction, please contact your Hartford Bond Center.



Date: April 3, 2024

Agency Code: 30 720721

Agency Information

YORK INSURANCE SERVICES INC
2011 ROCK SPRING ROAD
FOREST HILL, MD 21050

Obligee Information

OBLIGEE:
Greater Orlando Aviation Authority
8652 Casa Vere Road Building 811
Orlando, FL 32827

Insured / Principal: Home Paramount Pest Control Company

Policy / Bond #: 30BSBGS6057

Account Name/Number: Home Paramount Pest Control Company 30M100726962

Policy Term: July 1, 2024 - June 30, 2025

Type of Policy: Surety - Miscellaneous

Billing Term: Annual

Billing Type¹: Direct Bill

Transaction Type: Renewal

Transaction Effective Date: July 1, 2024

Bond Limit: \$43,300

Premium
\$ 650

State Tax / Surcharge if applicable
\$ /

This record is a billing advice only.

If you have any questions regarding this transaction, please contact your agent or The Hartford's Billing Department.

APR 12 2024

¹ Billing Type:

- Agency Bill – Premium will be billed through your Agent.
- Direct Bill – You will receive a billing statement directly from The Hartford.
 - Credit Card – Premium noted on this statement has been submitted to your Credit Card for this term only and it will be reflected in your Direct Bill notification you receive from The Hartford.



Producer Compensation Notice To The Principal

You can review and obtain information on The Hartford's
producer compensation practices at www.thehartford.com
or at 1-800-592-5717.

Pest Control and Extermination Tools and Equipment

- 1 Gallon Sprayer with 18" Wand and Extenda-Ban Valve
- 3M Half-Faced Respirator
- Backpack Sprayer - 2.5 gal and 4 gal
- Bulb Insecticidal Duster
- Bump Cap
- Cloth Shoe Cover
- Complete Bee Suit and Pole
- Dust Masks
- Dustick Kit
- Ear Plugs
- Eye Flush
- First Aid Kit
- Flashlight RayoVac Industrial
- Glue Board and Tray
- Havahart Wildlife Traps
- HEPA BackPack Vac and Replacement Filter Bags
- Home Paramount Private Labeled Glueboard
- Instant Soap 'N Water Foaming Cleanser
- Landscape Bait Station
- Mouse Snap Traps
- Mouse/Rat Bait Station/Private Label
- Pheromone Traps
- Safety Glasses
- Sentricon Termite Bait System
- Stainless Steel Pest Control Sprayer with 18" Wand - 1 gal - AiroFog Sprayer
- Steamer
- Tote Bag Chemical Spill Kit
- Weighted Landscape Station

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
January 18, 2024

File No.
JE312235

Expires
December 31, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
December 31, 2024

AT

HOME PARAMOUNT PEST CONTROL COMPANY
ORLANDO, FL 32810

EMMANUEL OLIVERAS
HOME PARAMOUNT PEST CONTROL COMPANY
P O BOX 850
FOREST HILL, MD 21050

Regular



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

EMMANUEL OLIVERAS
HOME PARAMOUNT PEST CONTROL COMPANY
ID CARD HOLDER

JE312235

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 31, 2024

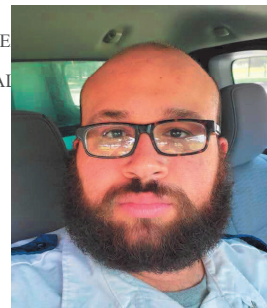


COMMISSIONER

Signature
ATTACH PHOTO ON REVERSE

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BUREAU OF LICENSING AND ENFORCEMENT
TALLahassee, FL 32850



State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

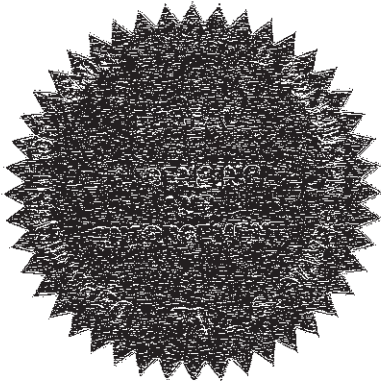
Number: JF339750

SHAY STEWART

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

General Household Pest and Rodent Control

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.



In Testimony Whereof, Witness this signature at Tallahassee, Florida on June 13, 2023

Chief, Bureau of Licensing and Enforcement

WILTON SIMPSON
Commissioner of Agriculture

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
January 18, 2024

File No.
JE311381

Expires
December 31, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
December 31, 2024

AT

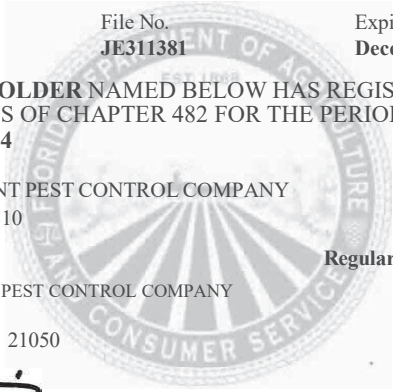
HOME PARAMOUNT PEST CONTROL COMPANY
ORLANDO, FL 32810

SHAY STEWART
HOME PARAMOUNT PEST CONTROL COMPANY
P O BOX 850
FOREST HILL, MD 21050

Regular



WILTON SIMPSON, COMMISSIONER



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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

SHAY STEWART
HOME PARAMOUNT PEST CONTROL COMPANY
ID CARD HOLDER

JE311381

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 31, 2024



COMMISSIONER

Signature

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date February 29, 2024 File No. JE37510 Expires November 30, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **November 30, 2024**

AT

HOME PARAMOUNT PEST CONTROL COMPANY
STUART, FL 34997

THOMAS W IVERSEN
HOME PARAMOUNT PEST CONTROL COMPANY
PO BOX 850
FOREST HILL, MD 21050

Regular



WILTON SIMPSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

THOMAS W IVERSEN
HOME PARAMOUNT PEST CONTROL COMPANY
ID CARD HOLDER

JE37510

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **November 30, 2024**



COMMISSIONER

Signature

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date
January 18, 2024

File No.
JE315821

Expires
December 31, 2024

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER
THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING:
December 31, 2024

AT

HOME PARAMOUNT PEST CONTROL COMPANY
ORLANDO, FL 32810

THOMAS RANDLE
HOME PARAMOUNT PEST CONTROL COMPANY
P O BOX 850
FOREST HILL, MD 21050

Regular



WILTON SIMPSON, COMMISSIONER

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

THOMAS RANDLE
HOME PARAMOUNT PEST CONTROL COMPANY
ID CARD HOLDER

JE315821

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING December 31, 2024



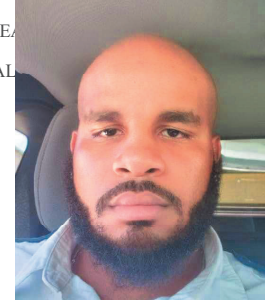
COMMISSIONER

Signature

ATTACH PHOTO ON REVERSE

Wallet Card
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BUREAU OF LICENSING AND ENFORCEMENT
TALLahassee, FL 32310-6500



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
May 16, 2024	JF7166	June 1, 2025

THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: **June 1, 2025**

THOMAS W IVERSEN
12095 SW VIRIDIAN BLVD
PORT SAINT LUCIE, FL 34987



WILTON SIMPSON, COMMISSIONER

Fumigation
General Household Pest and
Rodent Control
Lawn and Ornamental
Termite and Other WDO
Control

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STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

THOMAS W IVERSEN
CERTIFIED PEST CONTROL OPERATOR

JF7166

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING **June 1, 2025**



WILTON SIMPSON
COMMISSIONER

Signature

Wallet Card
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Foreign Profit Corporation
HOME PARAMOUNT PEST CONTROL COMPANY

Filing Information

Document Number	F16000002320
FEI/EIN Number	██████████
Date Filed	05/19/2016
State	MD
Status	ACTIVE

Principal Address

2011 ROCK SPRING ROAD
FOREST HILL, MD 21050

Changed: 03/29/2017

Mailing Address

P.O. BOX 850
FOREST HILL, MD 21050

Changed: 03/29/2017

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Officer/Director Detail

Name & Address

Title P

SONG, PATRICIA T
2011 ROCK SPRING ROAD
FOREST HILL, MD 21050

Title S

TILLEY, NANCY J
2011 ROCK SPRING ROAD
FOREST HILL, MD 21050

24-320-2-IFB Pest Control Services

Annual Reports

Report Year	Filed Date
2022	03/02/2022
2023	01/26/2023
2024	02/20/2024

Document Images

02/20/2024 -- ANNUAL REPORT	View image in PDF format
01/26/2023 -- ANNUAL REPORT	View image in PDF format
03/02/2022 -- ANNUAL REPORT	View image in PDF format
03/31/2021 -- ANNUAL REPORT	View image in PDF format
06/16/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- ANNUAL REPORT	View image in PDF format
04/17/2018 -- ANNUAL REPORT	View image in PDF format
03/29/2017 -- ANNUAL REPORT	View image in PDF format
05/19/2016 -- Foreign Profit	View image in PDF format

Thomas Iversen

12095 SW Viridian Blvd. Port St. Lucie Florida 34987
Cell: 407-473-0644 Fourseas96@gmail.com

Summary

TEXAS Commercial Certified Applicator

License #0854068

Licensed in Structural Pest Control, Termite, Lawn Care and Weed Control.

Florida Certified Pest Control Operator

License #JF7166

Fully Certified in Fumigation, General Household Pest and Rodent Control, Lawn and Ornamental, Termite and other WDO Control.

Highly effective and ethical customer service and business development professional looking to bring my extensive experience to a quality organization. I have a proven track record and a strong work ethic that will help grow and strengthen any business.

Highlights

- 36 Year's Experience in Pest Control
- Skilled at Schedule Management
- Excellent Customer Relations Skills
- Strong Work Ethic
- Proven Effectiveness in Leading and Directing Projects
- Extensive Budget Creation and Management Experience
- Team Player

Experience

Branch Manager

February 2024 - Present

Home Paramount Pest Control
Florida

Manage all aspects of the daily operation of the branch.

Assistant Commercial Manager

March 2023 – February 2024

Truly Nolen of America
Southeast Florida

Assist with managing our Commercial Team from Jupiter to Fort Lauderdale. Successfully passed their MIT Leadership program and Pathway to leadership class. Currently training to become the manager of the commercial department in their Pompano Beach location.

Branch Manager

November 2019 – March 2023

Berrett Pest Control
Austin & San Antonio Regional Manager

Regional Manager running two separate branches. Along with training and coaching my responsibilities include scheduling, ordering chemicals, problem solving, equipment ordering and repairing, customer growth and retention, truck maintenance and varies other duties.

Branch Manager

December 2019 – October 2021

Pest Management, Inc.
Austin Regional Manager

As the Regional Manager my job is to train, coach and encourage technician's and office staff on difficult assignments, while keeping track of materials and ensuring equipment functions properly.

Landscape Relationship Manager

January 2017 – July 2019

Fort Mill, SC

Managed maintenance operations with responsibility for quality control along with budgeting of labor hours on weekly/monthly basis.

24-320-2-IFB Pest Control Services

Effectively communicated with property managers, homeowners, builders and board members. Implemented quarterly community presentations to inform and educate residents regarding landscaping, irrigation and pest control services.

Owner / Certified Operator March 2011 - August 2015
4 All Seasons Pest Control, Inc. – Orlando, FL

Owned and operated residential and commercial pest control company in Orlando, FL. Provided ongoing training and development to improve customer services and quality of performance.

Maintained personnel budget by closely managing time and attendance, and staff schedules. Motivated staff with frequent recognition, performance discussions and events, which resulted in high morale and friendly customer service by our staff. This was the second business I started from the ground up and grew it to \$1.8 million; with 8 service vehicles on the road and 15 employees.

Business Banker February 2007 - March 2011
Regions Bank – Orlando, FL

Worked with business owners & companies for all their banking needs; loans, checking, savings, etc. Worked with clients with from \$200 thousand to over \$100 Million a year in revenue. Starting with a portfolio of \$18 million, built the portfolio to over \$62 million.

- Exceeded quarterly score card results from 2007 thru 2011. At the time, only three bankers out of approximately 25 in central Florida achieved this result.
- Received three awards: Two Top Performer Awards and one Reach Higher Award.
- Awarded the Chairman’s Club award in 2010 and 2011. This is an award given to the top 10% of Business Bankers in the entire bank.

Owner / Certified Pest Control Operator March 1995 - February 2007
Four Seasons Pest Control, Inc. – Orlando, FL

Owned and operated a successful residential and commercial pest control company. This was the first company that I started from ground up. Sold the company to Middleton Pest Control with sales of \$1.3 million dollars. Remained with Middleton for 19 months, selling over \$500,000 in new recurring revenue.

Branch Manager January 1989 - March 1995
Florida Pest Control – Orlando, FL

Started in the Crystal River Branch as a Pest Control Technician and moved into sales. Was promoted to Branch Manager for the Orlando Branch. Increased sales in the Orlando branch from \$26,000 a month to \$92,000 a month. This branch was most improved office for 1993 & 1994.

References

Larry Sheeler, Community Manager	Brookfield Residential	407-448-2979
Nathan Berrett, Owner	Berrett Pest Control	972-998-8896
Darren Norman, District Manager	Berrett Pest Control	214-929-4630
Eric Sauer, Project Manager	Shea Homes	704-812-9017
Deanna Trippi, Business Banking Manager	Regions Bank	321-217-2345
Keith Fisher, Warranty Manager	Shea Homes	704-713-6507
Tish Mosteller, Community Manager	AAM Management	704-884-5812

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Home Paramount Pest Control Company</p>	
	<p>2 Business name/disregarded entity name, if different from above Home Paramount Pest Control</p>	
	<p>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.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <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.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 2011 Rock Spring Road</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code Forest Hill, MD 21050</p>	
	<p>7 List account number(s) here (optional)</p>	

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					
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	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>					

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	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ <u>11/1/2024</u></p>
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General Instructions

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

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

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-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 1098 (home mortgage interest), 1098-E (student loan interest), 1098-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.