



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 14-21

AIR DUCT CLEANING SERVICES

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

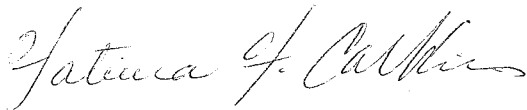
ADDENDUM NO. 3
TO
PURCHASING BID 14-21
AIR DUCT CLEANING SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

October 22, 2020

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

- ITEM 1: Replace Page 1 with corrected Page 1 of the Invitation For Bids. The Bid Opening date has been moved from 11:00 a.m. October 27, 2020 to **11:00 a.m., November 4, 2020.**
- ITEM 2: Replace Page BF-9 of the Bid Forms with corrected Page BF-9 of the Bid Forms. The Bid Opening date has been moved from 11:00 a.m. October 27, 2020 to **11:00 a.m., November 4, 2020.**

***** END OF ADDENDUM NO. 3 *****



Fatima F Calkins, CPPO, CPPB
Senior Purchasing Agent

October 22, 2020
Date

ADDENDUM NO. 4
TO
PURCHASING BID 14-21
AIR DUCT CLEANING SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

October 29, 2020

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

- ITEM 1: Question: AirportLink gives the option to submit an electronic Bid through AirportLink, but the solicitation documents states that sealed Bids shall be received at the Authority's Purchasing Office. Are both an option?
- Answer: No, Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Bids transmitted electronically or by facsimile will not be accepted.** Please refer to Page-1 of the Invitation For Bids.
- ITEM 2: Question: In regard to Section 1.4.10.1, Page S-4 of the Specification, please confirm that the Aviation Authority requires that each technician shall be employed by a licensed in the State of Florida as either a Class "B" or "A" Air Conditioning Contractor or a Mechanical License.
- Answer: All technicians are required to work under the licensed Contractor. Please refer to Section 1.4.10.1, Page S-4 of the Specifications.
- ITEM 3: Question: In regard to Section 1.1.2, Page S-1 of the Specifications, please clarify how the Contractor shall perform the cleaning of the AHU's? Doe the Authority requires a quick cursory chemical rinse or in depth steam cleaning process to rid system of IAQ constituents?
- Answer: The Contractor shall mechanically clean and remove all visible contaminants to the extent that the system shall be capable of passing the Cleaning Verification Test requirements of the NADCA standards, Please refer to Section 3.3.10.2, Page S-11 of the Specifications.
- ITEM 4: Question: Does the Authority requires Contractor to utilize mobile containments while performing environmental duct cleaning?
- Answer: Please refer to Section 3.3, Page S-10 of the Specifications.
- ITEM 5: Question: Does the Authority requires Contractor to provide before and after copies of the daily logs and daily service report?
- Answer: Please refer to Section 1.3.5, Page S-3 of the Specifications.

- ITEM 6: Question: Does the Authority requires Contractor to provide a pre and post sampling within the ductwork?
- Answer: Please refer to Section 3.3, Pages S-10 through S-11 for Cleaning Requirements.
- ITEM 7: Question: Please clarify what are the Standard and Non-Standard hours?
- Answer: Contractor shall perform work during Standard Work Hours which are between 7:00 a.m. through 5:00 p.m. Non-Standard Work Hours are considered between 5:01 p.m. through 6:59 a.m. Please refer to Section 1.3.1, Page S-2 of the Specifications.
- ITEM 8: Question: Will the Authority award the Bid based on to the higher or lowest Bidder or based on a grading scale (i.e. Price: 65 points; References: 20 points; and Past Performance: 15 points)?
- Answer: Award, if made, will be to the responsible and responsible Bidder submitting the low Bid. Responsive means that a bid that fully conforms in all material respects to the Invitation for Bids (IFB) and all of its requirements, including all form and substance. Responsible means that a business entity or individual who has the integrity and reliability as well as the financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Please refer to Section 33, Page IB-10 of the Instructions to Bidders.
- ITEM 9: Question: Does the Authority requires a certified industrial hygienist that has a Certified Indoor Environmental Consultant certification to conduct pre/post air sampling inspection to ensure optimal indoor air quality?
- Answer: Please refer to Section 1.4.9, Page S-4 of the Specifications for staffing requirement.
- ITEM 10: Question: Does the Authority requires a certified industrial hygienist that has a Certified Indoor Environmental Consultant certification to conduct IAQ tests during the project if the environmental duct cleaning is being executed in a particularly critical area?
- Answer: Please refer to Section 1.4.9, Page S-4 of the Specifications for staffing requirement.
- ITEM 11: Question: Please clarify if the Specifications include RT-qPCR testing for SARS-nCoV-2 in designated areas of the air distribution system to confirm the non-presence of the COVID-19 virus SARS-CovV-2?
- Answer: Not a requirement of this contract.

- ITEM 12: Question: Please clarify if the internal area of the air distribution system is metallic, will the Authority accepts that an aerosol disinfectant listed on EPA List N, Products with Emerging Viral Pathogens and Human Coronavirus claims for use against SARS-CoV and that is specifically designed for application in HVAC systems, be aerosolized and distributed throughout the length of the air distribution system as part of the process?
- Answer: Please refer to Section 3.4, Page S-11 of the Specifications.
- ITEM 13: Question: Does the Authority requires that prior to commencement of environmental duct cleaning and immediately following completion of environmental duct cleaning; and periodically during the process of environmental duct cleaning (at a minimum of every one (1) hour period), particulate monitoring counts of sizes of 2.5 microns and 10 microns be recorded via Laser Diode Particulate analysis capable of measuring such particulate counts?
- Answer: Please refer to Section 3.2, Pages S-9 through S-10 of the Specifications for Cleaning and Preparation requirements.
- ITEM 14: Question: Does the Authority requires that all equipment utilizing HEPA filtration be inspected and a particulate recording taken at the exhaust point of the equipment on an hourly basis during the environmental duct cleaning?
- Answer: Please refer to Section 3.2, Pages S-9 through S-10 of the Specifications for Cleaning and Preparation requirements.
- ITEM 15: Question: Does the Authority requires that that air quality levels be measured during the process using a distributed network of sensors capable of measuring air quality parameters on a continuous basis twenty-four hours a day and strategically located in the areas served by the air distribution system being environmentally cleaned?
- Answer: Please refer to Section 3.2, Pages S-9 through S-10 of the Specifications for Cleaning and Preparation requirements.
- ITEM 16: Question: In addition to the visual verification and vacuum test referenced in Section 3.5.2, Page S-12 of the Specification, does the Authority requires that an industrial hygienist holding at a minimum a Certified Indoor Environmental Consultant (CIEC) conduct microbial (mold and bacterial) surface sampling of representative areas of the air distribution system?
- Answer: Please refer to Section 3.3.10.2, Page S-10 of the Specifications.
- ITEM 17: Question: In regard to the Service Openings referred on Section 3.3.6.6, Page S-11 of the Specification, does the Authority require for a plate or access door be placed in these locations?
- Answer: Please refer to Section 3.3.6.5, Page S-10 of the Specifications. Rigid fiberglass duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques that comply with UL Standard 181 or UL Standard 181a will be acceptable for rigid fiberglass duct system closures.

- ITEM 18: Question: Please confirm that Authority requires Contractor should have certifications with NADCA and ASCS. Should the Contractor also hold an Institute of Inspection Cleaning and Restoration Certification (IICRC)?
- Answer: Please refer to Section 1.2.3, Page S-2 of the Specifications for certification requirements.
- ITEM 19: Question: In regard to Section 3.4, Page S-11 of the Specifications, Does the Authority requires that antimicrobial coatings be permanently applied (painted on) to the following interior air handler components: coils, floor, walls, ceiling, blower assembly (not the wheel itself) and rails?
- Answer: Please refer to Section 3.4.1, Page S-10 of the Specifications.
- ITEM 20: Question: Does the Authority requires the antimicrobial coating be made up of an anti-microbial, chemical resistant, waterborne coating that is designed for long term protection against corrosive environments?
- Answer: Please refer to Section 2.1, Page S-8 through S-9 of the Specifications.
- ITEM 21: Question: Does the Authority requires the antimicrobial coating have been certified to pass the 5,000 hour ASTM B-117 such as salt-spray test, resistant to corrosion from salt environments?
- Answer: Please refer to Section 2.1, Page S-8 through S-9 of the Specifications.
- ITEM 22: Question: Does the Authority requires that the antimicrobial coating have been certified to pass the ASTM E 84 certification such as flame spread index and Smoke Developed Index?
- Answer: Please refer to Section 2.1, Page S-8 through S-9 of the Specifications.
- ITEM 23: Question: Anti-viral activity based on ISO 21702:2019 and anti-bacterial reduction IS22196 (99.99%) – does the Authority requires that the coating applied to metallic and coil components of air handlers have anti-viral and anti-bacterial certifications such as these?
- Answer: Please refer to Section 3.4.1, Page S-11 of the Specifications.
- ITEM 24: Question: Please clarify if a Bidder is not licensed in the state of Florida as either Class "B" Air Conditioning Contractor, or a class "A" Air Conditioning Contractor or a Mechanical Contractor, would the Authority accept the National Air Duct Cleaners Association (NADCA) certification? Would this disqualify the Bidder from bidding this solicitation?
- Answer: Please refer to Section 1.4.10, Page S-4 of the Specifications.
- ITEM 25: Question: Will the Authority provide the Contractor a lift to perform work above six (6) feet?
- Answer: No, the Authority will not provide tools, supplies, equipment, and all other items necessary to perform the work under this Specifications. The Authority

will reimburse the Contractor for its cost for any parts, materials, and rentals utilized to perform the air duct cleaning services. Please refer to Section 1.7.1, Page S-7 and Section 2.1.15, Page S-9 of the Specifications.

ITEM 26: Question: How does the Authority expect the Contractor to penetrate the fixed ceilings to gain access to the ductwork above the fixed ceiling?

Answer: Please refer to Section 3.10.1, Page S-11 of the Specifications. Contractor shall create service openings in the system as necessary in accordance with Section 3.3.6, Page S-10 of the Specification to the extent necessary to accommodate cleaning of otherwise inaccessible areas.

ITEM 27: Question: Are the access doors provided in the hard ceilings to gain access to the ductwork?

Answer: Please refer to Section 3.10.1, Page S-11 of the Specifications. Contractor shall create service openings in the system as necessary in accordance with Section 3.3.6, Page S-10 of the Specification to the extent necessary to accommodate cleaning of otherwise inaccessible areas.

ITEM 28: Question: What are the Standard Work Hours?

Answer: Please refer to Item #7 of this Addendum.

ITEM 29: Question: What are the Standard Work Hours?

Answer: Please refer to Item#7 of this Addendum.

ITEM 30: Question: What wage rate does the Authority expect Contractor to pay to clean ductwork at the airport? Is prevailing wage required? If so, what is the prevailing wage rate?

Answer: The Authority has not set a prevailing wage rate for this Contract. The hourly rate shall include the employees hourly wage plus Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of bonds and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing air duct cleaning services. Please refer to Section 2.7, Page IB-2 of the Instructions to Bidders.

ITEM 31: Question: Are the access doors already provided in the ductwork at the airport?

Answer: Please refer to Item #27 to this Addendum.

ITEM 32: Question: What are the Women Minority Business Enterprise (WMBE) requirements?

Answer: The Authority has not established participation goal for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

- ITEM 33: Question: Is the Contractor allow to use steam generating equipment to clean the coils and air handling equipment?
- Answer: Please refer to Section 3.3.4, Page S-11 of the Specifications for Component Cleaning.
- ITEM 34: Question: Why is a NADCA certification not required for this project? Would the Authority accept a NADCA certification with an ASCS in lieu of the current certifications required?
- Answer: Please refer to Section 1.4.9, Page S-4 of the Specifications for certification requirements.
- ITEM 35: Question: Will the Authority provide water and electricity for Contractor's equipment to perform the duct cleaning services? If so, is there sufficient utilities for Contractor's equipment (20 amp outlets)?
- Answer: The Mechanical rooms have water and electrical outlets.
- ITEM 36: Question: What is the procedure to get approved by the Authorized Authority Representative (AAR)?
- Answer: The AAR will approve technicians that meet the experience and certification requirements as described on Section 1.4 and 1.8 of the Specification.

* * * * * END OF ADDENDUM NO. 4 * * * * *

Fatima F Calkins

Fatima F Calkins, CPPO, CPPB
Senior Purchasing Agent

October 29, 2020

Date

INVITATION FOR BIDS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 14-21
AIR DUCT CLEANING SERVICES

Sealed Bids for **Purchasing Bid 14-21, Air Duct Cleaning Services**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to provide all materials, labor, supervision, miscellaneous supplies, equipment, tools, chemicals, and all other accessories, services, facilities, activities necessary for the cleaning of the air ductwork systems, on an "as-needed" basis, throughout the Landside Terminal Building, Airsides, and other Authority buildings located at the Orlando International Airport ("OIA") in accordance with the Contract Documents.

The Contract period will be for thirty-six (36) months with the initial service to commence on or about February 1, 2021, and with the Authority having options to renew the Contract for two (2) additional periods of one (1) year each.

The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.

Bid packages will be available for examination Monday, September 21, 2020, and may be obtained by visiting the Authority Purchasing Department's website at www.orlandoairports.net/purchasing for download availability or by visiting AirportLink's website at <http://AirportLink.perfect.com> or by calling AirportLink at (866) 889-8533. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Authority and to suppliers doing business with the Authority. Any award resulting from this solicitation will not require any payment by the supplier to AirportLink. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink. Questions concerning this Bid package should be addressed to Fatima F Calkins at (407) 825-2044, or by e-mail at FCalkins@goaa.org.

A PRE-BID CONFERENCE will be held via GoToMeeting, at 10:00 a.m., October 13, 2020. Please join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/130966741>

Dial in for audio:

United States (Toll Free): 1-877-309-2073 Access Code: 130-966-741

If participating in the Pre-Bid Conference, participants are respectfully requested to RSVP to FCalkins@goaa.org with their company name, contact information, and to provide the Authority with any questions or request for clarification regarding the Bid Documents. The meeting will include a review of the Bid, and a question and answer period. **Attendance at the Pre-Submittal Teleconference is not mandatory but is strongly encouraged.** Bidders are expected to be familiar with the Bid package and to provide the Aviation Authority with any questions regarding the Bid package at the Pre-Submittal GoToMeeting Conference.

Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until **11:00 a.m., November 4, 2020** at which time all Bids received will be publicly opened and read. Bids may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Bids transmitted electronically or by facsimile will not be accepted. Any Bid received after the time and date specified for the opening of the Bids will not be considered, but will be returned unopened.** The

BIDDER: _____

NO RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, Purchasing Bid 14-21 Air Duct Cleaning Services for Orlando International Airport, opening at 11:00 a.m., November 4, 2020, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting a Bid is:

Company Name

By: _____

Its: _____

Name & Title, Typed or Printed

ADDENDUM NO. 2
TO
PURCHASING BID 14-21
AIR DUCT CLEANING SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

October 1, 2020

This addendum forms a part of the Bid Documents described above. The original Bid Documents remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ITEM 1: Replace Page 1 with corrected Page 1 of the Invitation For Bids. The Pre-Bid Conference meeting was revised to remove the option to attend the Pre-Bid Conference in person. The Pre-Bid Conference will be held via GoToMeeting.

***** END OF ADDENDUM NO. 2 *****



Fatima F Calkins, CPPO, CPPB
Senior Purchasing Agent

October 1, 2020
Date

INVITATION FOR BIDS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 14-21
AIR DUCT CLEANING SERVICES

Sealed Bids for **Purchasing Bid 14-21, Air Duct Cleaning Services**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to provide all materials, labor, supervision, miscellaneous supplies, equipment, tools, chemicals, and all other accessories, services, facilities, activities necessary for the cleaning of the air ductwork systems, on an "as-needed" basis, throughout the Landside Terminal Building, Airsides, and other Authority buildings located at the Orlando International Airport ("OIA") in accordance with the Contract Documents.

The Contract period will be for thirty-six (36) months with the initial service to commence on or about February 1, 2021, and with the Authority having options to renew the Contract for two (2) additional periods of one (1) year each.

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United States (Toll Free): 1-877-309-2073 Access Code: 130-966-741

If participating in the Pre-Bid Conference, participants are respectfully requested to RSVP to FCalkins@goaa.org with their company name, contact information, and to provide the Authority with any questions or request for clarification regarding the Bid Documents. The meeting will include a review of the Bid, and a question and answer period. **Attendance at the Pre-Submittal Teleconference is not mandatory but is strongly encouraged.** Bidders are expected to be familiar with the Bid package and to provide the Aviation Authority with any questions regarding the Bid package at the Pre-Submittal GoToMeeting Conference.

Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until 11:00 a.m., October 27, 2020 at which time all Bids received will be publicly opened and read. Bids may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Bids transmitted electronically or by facsimile will not be accepted.** Any Bid received after the time and date specified for the opening of the Bids will not be considered, but will be returned unopened. The

Authority's Purchasing Manager will designate an official timepiece which shall be used to determine the official time for opening of Bids, and which time shall be deemed correct and conclusive.

A Bid must be submitted on a reproduced copy of the Bid Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked Purchasing Bid 14-21 Air Duct Cleaning Services, at the Orlando International Airport. One (1) additional copy of the Bid should also be included with the original Bid. The original Bid shall be submitted in hard copy format and clearly marked "Original." Additionally, an exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive.

No Bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for Bid opening.

The Bidder awarded the Contract must also provide, within ten (10) business days after written Notice of Award, proof of liability insurance in the amount of **Five Million Dollars (\$5,000,000.00)**, along with any other required insurance coverages and evidence of business or occupational license, as outlined in the Bid Documents.

The Authority reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to request additional information from any Bidder, or to reject any or all Bids, and to re-advertise for Bids. The Authority also reserves the right to extend the date and time period during which it will accept Bids and to extend the date or time scheduled for the opening of Bids.

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid.

The Owner ("Authority"), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Bidders should note that Section 12 of the Instructions to Bidders describes irregularities in Bids that may cause them to be rejected by the Authority. Included in these irregularities are those such as conditions, limitations, or unauthorized alternative Bids which may require the Authority to reject a Bid. Bidders are strongly urged to seek the Authority's written advice BEFORE you submit a Bid containing any of the irregularities described in Section 12 of the Instructions to Bidders.

GREATER ORLANDO AVIATION AUTHORITY

ADDENDUM NO. 1
TO
PURCHASING BID 14-21
AIR DUCT CLEANING SERVICES
ORLANDO INTERNATIONAL AIRPORT
ORLANDO, FLORIDA

October 1, 2020

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***** END OF ADDENDUM NO. 1 *****



Fatima F Calkins, CPPO, CPPB
Senior Purchasing Agent

October 1, 2020
Date

INVITATION FOR BIDS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 14-21
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GREATER ORLANDO AVIATION AUTHORITY

TABLE OF CONTENTS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 14-21
AIR DUCT CLEANING SERVICES
ORLANDO, FLORIDA

	<u>Page Numbers</u>
Invitation for Bids	1 to 2
Instructions to Bidders	IB-1 to IB-11
Bid Forms	BF-1 to BF-15
Contract	C-1 to C-5
General Conditions	GC-1 to GC-19
Specification	S-1 to S-13

INVITATION FOR BIDS
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 14-21
AIR DUCT CLEANING SERVICES

Sealed Bids for **Purchasing Bid 14-21, Air Duct Cleaning Services**, at the Orlando International Airport, will be received by the Greater Orlando Aviation Authority, hereinafter called "Authority."

The proposed Contract will be to provide all materials, labor, supervision, miscellaneous supplies, equipment, tools, chemicals, and all other accessories, services, facilities, activities necessary for the cleaning of the air ductwork systems, on an "as-needed" basis, throughout the Landside Terminal Building, Airsides, and other Authority buildings located at the Orlando International Airport ("OIA") in accordance with the Contract Documents.

The Contract period will be for thirty-six (36) months with the initial service to commence on or about February 1, 2021, and with the Authority having options to renew the Contract for two (2) additional periods of one (1) year each.

The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.

Bid packages will be available for examination Monday, September 21, 2020, and may be obtained by visiting the Authority Purchasing Department's website at www.orlandoairports.net/purchasing for download availability or by visiting AirportLink's website at <http://AirportLink.perfect.com> or by calling AirportLink at (866) 889-8533. AirportLink provides supplier registration services, document fulfillment and other purchasing related services to the Authority and to suppliers doing business with the Authority. Any award resulting from this solicitation will not require any payment by the supplier to AirportLink. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink. Questions concerning this Bid package should be addressed to Fatima F Calkins at (407) 825-2044, or by e-mail at FCalkins@goaa.org.

A PRE-BID CONFERENCE will be held via GoToMeeting, at 10:00 a.m., October 13, 2020.
Please join the meeting from your computer, tablet or smartphone:

<https://global.gotomeeting.com/join/130966741>

Dial in for audio:

United States (Toll Free): 1-877-309-2073 Access Code: 130-966-741

If participating in the Pre-Submittal Videoconference, participants are respectfully requested to RSVP to FCalkins@goaa.org with their company name, contact information, and to provide the Authority with any questions or request for clarification regarding the Bid Documents. The call will include a review of the Bid, and a question and answer period. **Attendance at the Pre-Submittal Teleconference is not mandatory but is strongly encouraged.** Bidders are expected to be familiar with the Bid package and to provide the Aviation Authority with any questions regarding the Bid package at the Pre-Submittal GoToMeeting Conference.

Sealed Bids will be received at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 until 11:00 a.m., October 27, 2020 at which time all Bids received will be publicly opened and read. Bids may be delivered prior to the above time and date to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338. **Bids transmitted electronically or by facsimile will not be accepted.** Any Bid received after the time and date

specified for the opening of the Bids will not be considered, but will be returned unopened. The Authority's Purchasing Manager will designate an official timepiece which shall be used to determine the official time for opening of Bids, and which time shall be deemed correct and conclusive.

A Bid must be submitted on a reproduced copy of the Bid Forms supplied, including any addenda which may be issued, and must be submitted in a sealed envelope which shall be clearly marked Purchasing Bid 14-21 Air Duct Cleaning Services, at the Orlando International Airport. One (1) additional copy of the Bid should also be included with the original Bid. The original Bid shall be submitted in hard copy format and clearly marked "Original." Additionally, an exact electronic copy of the Bid should be included with the Original Bid on an individual electronic USB Flash Drive.

No Bid may be withdrawn for a period of ninety (90) days after the time and date scheduled for Bid opening.

The Bidder awarded the Contract must also provide, within ten (10) business days after written Notice of Award, proof of liability insurance in the amount of **Five Million Dollars (\$5,000,000.00)**, along with any other required insurance coverages and evidence of business or occupational license, as outlined in the Bid Documents.

The Authority reserves the right to waive any informalities or irregularities of Bids, to request clarification of information submitted in any Bid, to request additional information from any Bidder, or to reject any or all Bids, and to re-advertise for Bids. The Authority also reserves the right to extend the date and time period during which it will accept Bids and to extend the date or time scheduled for the opening of Bids.

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid.

The Owner ("Authority"), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Bidders should note that Section 12 of the Instructions to Bidders describes irregularities in Bids that may cause them to be rejected by the Authority. Included in these irregularities are those such as conditions, limitations, or unauthorized alternative Bids which may require the Authority to reject a Bid. Bidders are strongly urged to seek the Authority's written advice **BEFORE you submit a Bid containing any of the irregularities described in Section 12 of the Instructions to Bidders.**

GREATER ORLANDO AVIATION AUTHORITY

INSTRUCTIONS TO BIDDERS

1. INTENT:

It is the intent of these Instructions to establish guidelines for the proper completion of the Bid Forms. These Instructions to Bidders provide guidance and explanation for subsequent Bid Forms and Contract Documents. Please read all instruction paragraphs.

2. GENERAL:

- 2.1 This Contract will be provide all materials, labor, supervision, miscellaneous supplies, equipment, tools, chemicals, and all other accessories, services, facilities, activities necessary for the cleaning of the air ductwork systems, on an "as-needed" basis, throughout the Landside Terminal Building, Airsides, and other Authority buildings located at the Orlando International Airport ("OIA") in accordance with the Contract Documents.
- 2.2 Contract period will be thirty-six (36) months with the initial service to commence on or about February 1, 2021, and with Authority having options to renew the Contract for two (2) additional periods of one (1) year each upon the same terms and conditions, except compensation to the Contractor which shall be established by negotiation between the parties, subject to the limitations stated below. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the Authority may exercise its option to renew the Contract for such option year at the maximum prices described below. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.
- 2.3 The Contract work shall not be divisible, but shall be awarded, if an award is made, to a single Bidder.
- 2.4 The Contract, if awarded, shall not be construed to create unto the Contractor any exclusive rights with respect to any of the Authority's air duct cleaning services requirements. The Authority may in its sole discretion award any additional or similar services to any third party, or the Authority may elect to perform all or a portion of the services by its own employees.
- 2.5 A Bidder's Bid prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in Bidder's costs during the initial term of the Contract must be reflected in its prices set forth in its Bid. The Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Bidder's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Bidder's overhead costs, including, but not limited to, costs of the required bonds and insurance coverages, shall be included in such Bidder's prices listed in its Bid.

INSTRUCTIONS TO BIDDERS (Continued)

- 2.6 On Pages BF-10 through Page BF-12, each Bidder shall provide its unit price for each Bid Form line item under "Hourly Rate" headings (column "a") for each of Year 1, Year 2, and Year 3. The hourly rate (column "a") shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of bonds and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing air duct cleaning services. On Pages BF-10 through BF-12, Bidder shall multiply the hourly rate (column "a") by the number of estimated hours (column "b") and enter the product of such calculation, without further adjustment or modification, in the right hand side of the page under the "Extension" heading (column "c").
- 2.7 On Pages BF-10 through Page BF-12, each Bidder shall provide its hourly rate for each Bid Form line item under "Hourly Rate" for additional work headings (column "d") for each of Year 1, Year 2, and Year 3. The hourly rate (column a) shall include the Contractor's portion of social security taxes, unemployment taxes and all other compulsory payroll taxes, worker's compensation insurance costs, costs of any health insurance or other fringe benefit provided to employees, uniform costs, costs of bonds and insurance coverage, travel costs, training costs, other overhead costs, profit margin and any other costs or fees the Bidder would expect to receive or recover from the Authority in performing air duct cleaning services. On Pages BF-10 through BF-12, Bidder shall multiply the hourly rate (column "d") by the number of estimated hours (column "e") and enter the product of such calculation, without further adjustment or modification, in the right hand side of the page under the "Extension" heading (column "f").
- 2.8 On Pages BF-10 through BF-12, each Bidder shall provide its mark-up percentage (%) for each Bid Form under the "Markup (%)" headings (column "i") for each of Year 1, Year 2, and Year 3 (expressed in decimals), over the Contractor's cost for parts, materials, components purchased for the air duct cleaning services, equipment rentals and any other reimbursable items in the space provided. On such pages, Bidder shall multiply such "mark-up percentage" by the estimated annual value (column "e") (e.g. $1\% = .01 \times \$50,000 = \$500.00$), and enter the product of such calculation, without further adjustment or modification, in the right hand side of the page under the "Extension" heading (column "f"). On Page BF-10 through BF-12, the Authority's estimated annual value of the parts, materials, rentals and any other reimbursable items (at Bidder's cost) that will be purchased under this Contract is listed. Bidders are not permitted to modify this number.
- 2.9 On each Page BF-10 through BF-12, the extensions (columns "c", "f" and "i") for each row should then be added together, the sum which shall be entered at the bottom of each such page titled "Total Year One (1) Bid Price" and the same for Year 2 and Year 3. Each of the totals for Pages BF-10, BF-11 and BF-12 should then be entered on the line "Total Year One (1) Bid Price", "Total Year Two (2) Bid Price" and "Total Year Three (3) Bid Price" on Page BF-14.
- 2.10 Each Bidder shall then add together the Total Year One (1) Bid Price, the Total Year Two (2) Bid Price, and the Total Year Three (3) Bid Price on Page BF-14 and enter the sum on the line "Total Three (3) Year Bid Price" on the bottom of Page BF-14 and on Page BF-3.
- 2.11 Any Bid that fails to include all of the prices as requested on Page BF-10 through Page BF-14 may be deemed non-responsive to the Invitation.
- 2.12 Each Bidder shall provide with its Bid: (i) name and current resume for the Contractor's proposed on-site lead technician; (ii) copy of the Class "B" Air Conditioning Contractor and Class "A" Air Conditioning Contractor or a Mechanical certification; and (iii)) a statement

INSTRUCTIONS TO BIDDERS (Continued)

of coverage on a U.S. insurance company/ broker letterhead confirming that Proposer can obtain the insurance coverage requirements as described in Section 5 of the General Conditions;

- 2.13 The Bidder to whom the "Notice of Intent to Award" is given shall provide to the Authority within ten (10) days after receiving the Notice: (i) a signed/completed W-9; (ii) Orange, Osceola, Lake, Seminole County, or City of Orlando Business License and (iii) certificate of liability insurance in the amount of Five Million Dollars (\$5,000,000.00), along with any other required insurance coverages.

3. RECEIPT AND OPENING OF BIDS:

Bids will be received, opened and read at the time and place specified in the Invitation for Bids. Bidders or their authorized agents are invited to be present. Bids received after the time and date specified will not be considered, and will be returned unopened.

4. EXAMINATION OF BID/CONTRACT DOCUMENTS:

All prospective Bidders shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid, such as:

- 4.1 a list of Contract References;
- 4.2 a Certificate of Non-Segregated Facilities; and
- 4.3 any other information specifically called for in these Bid Documents.

(These Instructions to Bidders, the Invitation for Bids, the Bid Forms, the Contract, the General Conditions, and the Specifications are referred to herein as the "Bid Documents" or the "Contract Documents.") Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

5. ADDENDA-CHANGES WHILE BIDDING:

Other than during the Pre-Bid Conference, the Authority shall not be required to provide to any Bidder verbal interpretations as to the meaning of any portion of the Bid Documents. Requests for interpretation, clarification or correction of Bid Documents, forms or other material in this Bid Package should be made in writing and delivered to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338, or by facsimile to (407) 825-4020 at least five (5) business days before the date and time announced for the Bid opening. Any response by Authority to a request by a Bidder for clarification or correction will be made in the form of a written Addendum. All parties to whom the Bid packages have been issued will be sent a notification of the issuance of an Addendum either by e-mail and/or by facsimile. The Addendum may be electronically downloaded by visiting either the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing, or if registered with AirportLink, by visiting their web site at <http://AirportLink.perfect.com>. Authority reserves the right to issue Addenda at any time up to the date and time set for Bid opening. In case any Bidder fails to acknowledge receipt of any such Addendum in the space provided in the Bid Form, its Bid will nevertheless be construed as though the Addendum had been received and acknowledged. Submission of a Bid will constitute a Bidder's acknowledgement of the receipt of the Bid Documents and all Addenda. Only interpretations or corrections provided by written Addenda shall be binding on Authority. Prospective Bidders are warned that any other source by

INSTRUCTIONS TO BIDDERS (Continued)

which a Bidder receives information concerning, explaining or interpreting the Bid Documents shall not bind the Authority.

6. PREPARATION OF BIDS:

- 6.1 Bids shall be submitted only on reproduced copies of the attached Bid Forms including any revised or additional Bid Forms supplied by Addenda. If an award is made, the completed Bid Forms shall constitute a part of the Contract Documents and will be incorporated in the final Contract between the Authority and the successful Bidder. All blank spaces in the Bid Forms should be filled in legibly and correctly in ink or typewritten.
- 6.2 All Bids shall contain the name and business address of the individual, firm, corporation, or other business entity submitting the Bid and shall be subscribed by either the individual, a general partner, a member of a member-managed LLC, a manager of a manager-managed LLC, or an authorized officer or agent of a Corporation or business entity, and should be properly witnessed or attested. If any officer or agent other than the signatories described in the preceding sentence shall sign any Contract Document on behalf of the Bidder, the Authority should be furnished with satisfactory evidence of such officer's or agent's authority to bind the Bidder with respect to the contents of the subject Bid Documents so signed by him or her. If the Bidder is an LLC, the Bidder should submit with its Bid its Articles of Organization or other evidence satisfactory to Authority, indicating whether the LLC is member-managed or manager-managed, and indicating that the person executing the Bid is authorized to bind the LLC.
- 6.3 If the Bidder is a partnership or sole proprietorship, the Authority, reserves the right to require the Bidder to submit to the Authority at any time the name and business address of each owner, principal, partner, or member of the Bidder having an ownership or management position with the Bidder.
- 6.4 If the Bidder is a corporation or other state-chartered business entity, the Authority reserves the right to require the Bidder to submit to the Authority at any time, the name and business address of each officer, director and holder of 10% or more of the stock or other ownership interests of such corporation or other business entity. If the Bidder is a corporation, the Bid should have the corporate seal affixed and include the name of the State in which it was incorporated. If the Bidder is a foreign corporation or other state-chartered business entity and is the successful Bidder, the Bidder will be required to submit evidence prior to the execution of the Contract, if awarded, that the corporation or other state-chartered business entity has applied to the Secretary of State, State of Florida, for authority to do business in the State of Florida. If the Bidder elects to use a fictitious name in its Bid, a copy of the Bidder's fictitious name registration should be provided to Authority.

7. BID GUARANTY:

A Bid Guaranty shall not be required for this Contract.

8. DELIVERY OF BIDS:

- 8.1 All Bids shall be submitted in a sealed envelope bearing on the outside the name of the Bidder, address, and the notation Purchasing Bid 14-21, Air Duct Cleaning Services, at Orlando International Airport. One (1) additional copy of the Bid should also be provided to the Authority in the sealed envelope with the original Bid clearly marked "Original." Each Bid shall consist of an executed copy of the Bid Form (Pages BF-1 through BF-15), along with all other documents or information required to be submitted pursuant to the terms of the Bid Documents (together, the "Bid"). The documents comprising the Bid must be completed and signed on the forms provided herein, or on exact reproductions thereof.

INSTRUCTIONS TO BIDDERS (Continued)

- 8.2 All Bids shall be submitted pursuant to the terms outlined in these Instructions to Bidders. Any Bids received after the time and date specified in the Invitation for Bids (or any Addenda thereto) for the opening of the Bids will not be considered, but will be returned unopened.
- 8.3 Each Bidder's response to the Invitation for Bids shall be at the sole cost and expense of the Bidder and such Bidder shall have no claim against the Authority for costs, damages, loss of profits, or to recover such costs, damages, or expenses, in the event the Authority exercises its right to reject any or all Bids or to cancel an award pursuant to a provision hereof for any reason.
- 8.4 Submission of a Bid shall constitute authorization for the Authority and its representatives and agents to make such copies of the Bid or portions thereof and to distribute such copies as may be necessary or desirable to carry out the Authority's objectives or requirements.

9. COMMUNICATIONS DURING BID PROCESS:

In accordance with the below-referenced policies, any communication directly or indirectly to seek to encourage any specific result in connection with an Authority selecting process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Bidder or through a lobbyist, agent or third person, to any 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. An appropriate official or employee of the Authority may initiate communication with a Bidder in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Solicitation. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of these policies (Sections 180.01 and 180.03) are available upon request from the Director of Board Services.

10. WITHDRAWAL OF BIDS:

No Bid may be withdrawn after it is submitted unless the Bidder makes a request by letter and such request is received prior to the time set for opening of Bids. No Bid may be withdrawn after the scheduled Bid opening time for a period of ninety (90) days. **Any Bidder withdrawing or attempting to withdraw its Bid prior to the expiration of the ninety (90) day period shall be obligated to reimburse the Authority for all its costs incurred in connection with such withdrawal or attempted withdrawal including, without limitation, any increased costs for procuring the goods or services from another Bidder or all costs of advertising and re-procuring the goods or services, and all attorneys' fees, in addition to payment of Authority's other damages. A Bidder's submission of a Bid shall be deemed the Bidder's acknowledgment of and agreement to the provisions of this Section.**

11. DISQUALIFICATION OF BIDDERS:

11.1 Any of the following causes may be considered as sufficient for the Authority's disqualification of a Bidder and the rejection of its Bid:

- 11.1.1 Submission of more than one Bid for the same work, or participation in more than one Bid for the same work as a partner or principal of the Bidder, by an individual, firm, partnership or corporation, under the same or different names, or by Bidders

INSTRUCTIONS TO BIDDERS (Continued)

which are affiliates, either at the time of submittal, or at the time of award. For purposes of this section, the term "affiliates" means firms, partnerships, corporations or other entities under common control;

- 11.1.2 Evidence of collusion between or among Bidders;
 - 11.1.3 Evidence, in the opinion of the Authority, of Bidder(s) attempting to manipulate the Bid pricing for its own benefit (e.g. pricing resulting in a failure of the Authority's ability to enforce the Contract or impose the remedies intended following breach by Contractor);
 - 11.1.4 Being in arrears on any of its existing contracts with the Authority or in litigation with the Authority or having defaulted on, or being in or having previously been in litigation with the Authority with respect to, a previous contract with the Authority;
 - 11.1.5 Poor, defective or otherwise unsatisfactory performance of work for Authority or any other party on prior projects which, in the Authority's judgment and sole discretion, raises doubts as to Bidder's ability to properly perform the work; or
 - 11.1.6 Any other cause which, in the Authority's judgment and sole discretion, is sufficient to justify disqualification of Bidder or the rejection of its Bid.
- 11.2 The Authority has adopted a Code of Ethics and Business Conduct Policy (Section 204.01) which addresses, the obligation of the 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 Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Bidder and/or any attempt to influence an Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Bidder to bid on any contract or sell any materials, supplies, equipment, or services to the 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 Director of Board Services.

12. REJECTION OF IRREGULAR BIDS:

A Bid will be considered irregular and may be rejected by the Authority if it (i) is improperly executed, (ii) shows omissions, alterations of form, additions not called for, unauthorized conditions or limitations, or unauthorized alternate Bids, (iii) fails to include the proper Bid Guaranty (if required), Contract references, other certificates, affidavits, statements, or any other information required to be included with Bids, including, but not limited to, the Bidder's prices, or (iv) contains other irregularities of any kind.

13. NOTICE OF INTENT TO AWARD CONTRACT:

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

14. RESPONSIBILITY OF BIDDERS:

INSTRUCTIONS TO BIDDERS (Continued)

14.1 To aid it in determining a Bidder's responsibility, Authority reserves the right (a) to request, at the Authority's exclusive discretion and at any time, that Bidder submit such evidence, including additional references, of Bidder's qualifications as Authority may deem necessary, and (b) to consider any evidence available to the Authority of the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the Authority and others. Satisfaction of the minimum responsibility criteria below does not mean that the Bidder necessarily will be found by the Authority to be responsible. The Authority shall be the final authority in the determination of a Bidder's responsibility and the award of a Contract to a Bidder.

14.2 All Bidders shall furnish the Authority with the company name, address, contact person, and telephone number and email address of those entities Bidder is relying on to satisfy the minimum responsibility criteria in Section 14.3 below, and of any other entities that Bidder believes would be helpful in establishing Bidder's responsibility. The information should be submitted on Page BF-6 at or before the time the Bid is due, with the knowledge that the Authority will use the data for reference purposes.

14.3 For a Bidder to meet the minimum responsibility criteria for this Contract, the Bidder must provide verifiable evidence:

14.3.1 through references or otherwise, that the Bidder is an individual, a firm, a corporation, or other entity that is currently engaged in the business of providing air duct cleaning services;

14.3.2 through references, that the Bidder, after taking into account the activities of a related predecessor (e.g. by merger or reorganization), affiliate, or principal of Bidder, has been actively engaged in such business for at least the three (3) years immediately preceding the date of Bidder's response to this Invitation for Bids;

14.3.3 The Bidder must provide verifiable evidence, by reference or otherwise, that the Bidder has performed air duct cleaning services for at least three (3) entities with one (1) of those entities having a contract of similar scope of this Contract during such three (3) year period immediately preceding the date of Bidder's response to this Invitation for Bid.

14.4 The Authority may, in certain special circumstances and based on information provided to or learned by the Authority pursuant to Section 14.1 above, determine that a Bidder is responsible despite such Bidder's failure to satisfy all requirements of the minimum responsibility criteria above.

15. GUARANTY OF FAITHFUL PERFORMANCE:

A Performance Bond shall not be required for this Contract.

16. POWER OF ATTORNEY AND COUNTERSIGNATURE:

Not applicable.

17. EXECUTION OF CONTRACT:

17.1 The Bidder to whom the Notice of Intent to Award is given shall, within ten (10) business days after the date of the Notice of Intent to Award, execute and/or deliver the following to the Authority: the Contract, Certificate of Insurance, Performance Bond or Letter of Credit (if required), a copy of the Bidder's valid business or occupational license, a copy of

INSTRUCTIONS TO BIDDERS (Continued)

Bidder's W-9 Form (Request for Taxpayer Identification Number and Certification), the Awarded Bidder's Contact Information, and all other documents and information required by the Contract Documents. All of the above documents and information must be furnished and the Contract Documents executed by Bidder, and delivered to Authority, before the Contract will be executed by the Authority.

17.2 Not applicable.

17.3 A Bidder's failure to timely fulfill its obligations under this Section 17 shall be just cause for the Authority's withdrawal of such Notice of Intent to Award. In such case, a Notice of Intent to Award may then be issued to the next ranked Bidder or all Bids may be rejected by the Authority and the Contract re-advertised. In such event, the Authority shall be entitled to receive its damages and costs, including, but not limited to, its attorneys' fees caused by or in connection with a Bidder's failure to fulfill its obligations under this Section. A Bidder's liability for failing to timely fulfill the obligations stated in this Section shall be the same as for withdrawing its Bid (see Section 10 of the Instructions to Bidders).

17.4 The Contract shall not be binding upon the Authority until it has been executed by the Authority and a copy of such fully executed Contract is delivered to the Contractor. The Authority reserves the right to cancel the award without liability to any Bidder at any time before the Contract has been fully executed by the Authority and delivered to the Contractor. Accordingly, the Contractor is hereby warned that it should not commence performance or incur costs or expenses in connection with the Contract obligations until it has received from the Authority a final, fully executed copy of the Contract.

18. FLORIDA SALES TAX:

The Authority is a governmental agency and a political subdivision under Florida law. Purchases by Authority under this Contract are exempt from Florida sales tax: Authority's tax exempt number is 85-8012668935C-5. No purchase made by any entity is qualified to be exempt other than those made directly by the Authority. The Authority's sales tax exemption does not apply to goods or services purchased or consumed by a Contractor for which the Contractor is deemed to be the ultimate consumer in connection with the fulfillment of its Contract obligations, and the Authority shall have no liability for such taxes.

19. SUBCONTRACTS:

19.1 The Contractor's right to subcontract shall be governed by the provisions of Section 8 of the General Conditions.

19.2 Nothing contained in these Contract Documents shall be construed as creating any contractual relationship between any subcontractor and the Authority.

19.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of a subcontractor and of persons employed by said subcontractor to the same extent that the Contractor is liable to Authority for acts and omissions of persons directly employed by it.

20. FAMILIARITY WITH LAWS:

All Bidders and the Contractor are presumed to be familiar with and shall observe all Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the Authority's rules and regulations, that may in any way affect work herein specified. Ignorance on the part of the Contractor shall in no way relieve Contractor from any such responsibility or liability.

INSTRUCTIONS TO BIDDERS (Continued)

21. AIRPORT SECURITY:

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

22. EQUAL OPPORTUNITY REPORT STATEMENT:

Not applicable.

23. SCRUTINIZED COMPANY LIST- STATE OF FLORIDA REQUIREMENT FORM:

Sections 287.135 and 215.473, Florida Statutes, prohibit a Florida agency or local governmental entity from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria.

Sections 287.135 and 215.4725 also prohibit a Florida agency or local governmental entity from contracting with companies for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel. The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

Each Proposer shall complete and sign the Certificate on Page PF-8. A Proposal may be considered irregular, in the Authority's sole discretion, if the Proposer fails to provide the fully executed statement, or fails to furnish the required data. Prior to execution of the Contract by the Authority, a fully executed statement must be provided or the Proposal may be rejected and the Authority will be entitled to exercise its rights under the provisions of Section 17.3 above, Execution of Contract.

24. PUBLIC ENTITY CRIMES LAW/DEBARMENT:

The following notice applies to all Bidders: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Further, any entity or individual placed on the Authority's Debarment List pursuant to Authority Policy, Section 130.04, may not submit a response to any letter of intent, letter of interest, statement of qualifications, quote, proposal or bid as a contractor, supplier, subcontractor, consultant or individual, of any tier, for any goods or services or contracts and may not provide any goods or services to the Authority, on behalf of the Authority, or on Authority property, regardless of whether there is a contractual relationship with the Authority. The Authority will disqualify any submission, bid or proposal that includes a person or entity on the Debarment List. You may request a copy of the Authority's Debarment List for your review at the following email: debarmentlist@goaa.org.

INSTRUCTIONS TO BIDDERS (Continued)

25. MINORITY AND WOMEN BUSINESS ENTERPRISE ("MWBE") PARTICIPATION PROGRAM:

An MWBE participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

26. LOCAL DEVELOPING BUSINESS ("LDB") PARTICIPATION PROGRAM:

An LDB participation goal has not been established for this Contract. Such participation is encouraged, but will not be considered during the evaluation process for award of this Contract.

27. GOOD FAITH EFFORT FOR MWBE AND LDB PARTICIPATION PROGRAM:

Not applicable.

28. INSURANCE:

The Bidder to whom the Notice of Intent to Award is given shall provide a signed Certificate of Insurance such as the form on Page C-11. The Certificate of Insurance shall evidence the insurance coverages required by the Authority pursuant to Section 5.7 of the General Conditions and shall be filed with Authority within ten (10) business days of the date of the Notice of Intent to Award. The Contractor shall provide the Authority with at least thirty (30) days prior written notice of any cancellation or modification or the limits thereunder decreased in Contractor's required insurance coverage.

29. BID ERRORS:

In the case of a Bidder's error in the extension or addition of Bid prices, the unit prices will govern. Bids having erasures or corrections should be initialed in ink.

30. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT:

The Bidder certifies that all materials, equipment, chemicals, etc. contained in its Bid or otherwise to be provided or used by the Bidder in its performance of the Contract work, and including any replacements or substitutions therefore, shall meet all EPA and OSHA requirements.

31. PERFORMANCE STANDARD:

The standards by which the Contractor's performance will be evaluated are set forth in the General Conditions (Pages GC-1 to GC-19) and Specifications (Pages S-1 to S-13). The successful Bidder's failure to meet these standards, after receipt of written notice to correct such deficiencies, may in addition to Authority's other remedies, in the Authority's sole discretion, result in a termination of the Contract for cause pursuant to the termination provisions of Section 9 of the General Conditions.

32. NO BIDS:

In the event a potential Bidder elects not to submit a Bid, such potential Bidder should respond by completing and returning the "No Response to Invitation for Bids" form, Page BF-9, advising Authority of the reason for not submitting a Bid.

33. EVALUATION CRITERIA OF BID:

Award, if made, will be to the responsible and responsive Bidder submitting the low Bid. The responsible and responsive Bidder submitting a Bid having the lowest "Total Three (3) Year Bid

INSTRUCTIONS TO BIDDERS (Continued)

Price” on Page BF-3 shall be deemed to have submitted the low Bid. Bid tabulations shall be presented to the Authority’s Concessions/Procurement Committee, to the Greater Orlando Aviation Authority Board or its designee, or to the Authority’s Chief Executive Officer as may be applicable. All parties desiring information regarding the award of the Contract may visit AirportLink’s website at <http://AirportLink.perfect.com>.

34. PUBLIC RECORDS/PUBLIC MEETINGS:

Please be aware that all meetings of the Authority’s Board are duly noticed public meetings and all documents submitted to the Authority as a part of or in connection with a Bid will constitute public records under Florida law regardless of any person’s claim that proprietary or trade secret information is contained therein. The provisions of Section 14 of the General Conditions shall apply to all Bidders. In the event that a Bidder desires to address the Authority’s Board, please note that the Board has adopted “Guidelines for Presentations Before the Greater Orlando Aviation Authority,” which are available upon request from the Director of Board Services.

***** END OF INSTRUCTIONS TO BIDDERS *****

Original



GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS

PURCHASING BID 14-21

AIR DUCT CLEANING SERVICES

ORLANDO INTERNATIONAL AIRPORT

ORLANDO, FLORIDA

BID FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 14-21
AIR DUCTWORK CLEANING SERVICES

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

Submitted by: Duct Dynasty
Name of Bidder

Address: 6565 Hazeltine National Drive Suite 9
Orlando, Florida 32822

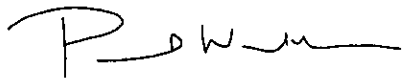
Federal Employer I.D. No. 55-0815782

Business Telephone No. (407) 678-1808

Business Fax No. N/A

After Business Hours
Telephone No. (407) 678-1808

E-Mail Address coordinator@ductdynasty.net

By: 
Signature

Paul Welsh Vice President of Operations
Name and Title (Typed or Printed)

Date: October 9, 2020

The undersigned, as Bidder, hereby declares that this Bid is in all respects fair and submitted in good faith without collusion or fraud. Bidder represents and warrants to the Greater Orlando Aviation Authority ("Authority") that: (i) except as may be disclosed in writing to Authority with its Bid, no officer, employee or agent of the Authority has any interest, either directly or indirectly, in the business of the Bidder, and that no such person shall have any such interest at any time during the term of the Contract should it be awarded the Contract; and (ii) no gift, gratuity, promise, favor or anything else of value has been given or will be given to any employee or official of Authority in connection with the submission of this Bid or the Authority's evaluation or consideration thereof.

The Bidder further represents that it has examined or investigated the site conditions if necessary, and informed itself fully in regard to all conditions pertaining to the place(s) where the work is to be done; that it has examined the Contract Documents and has read all Addenda furnished by the Authority prior to the opening of the Bids, as acknowledged below, and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the services to be furnished under the Contract.

The Bidder agrees, if this Bid is accepted, to enter into the written Contract with the Authority in the form of Contract attached (properly completed in accordance with said Bid Documents), to provide all materials, labor, supervision, miscellaneous supplies, equipment, tools, chemicals, and all other accessories, services, facilities, activities necessary for the cleaning of the air ductwork systems, on an "as-needed" basis, throughout the Landside Terminal Building, Airsides, and other Authority buildings and in accordance with the Specifications covered by this Bid and the Contract Documents for Purchasing Bid 14-21, Air Duct Cleaning Services at Orlando International Airport, and to furnish the prescribed evidence of a valid business license, insurance, and all other documents required by these Contract Documents. The Bidder further agrees to commence work and to perform the work specified herein within the time limits set forth in the Contract Documents, which time limits Bidder acknowledges are reasonable.

The undersigned further agrees that, in the case of failure or refusal on its part to execute the said Contract provide evidence of specified insurance, a copy of a valid business or occupational license and all other documents required by these Contract Documents within ten (10) business days after being provided with Notice of Intent to Award the Contract (or such earlier time as may be stated elsewhere in these Bid Documents), the Bid award may be offered by the Authority to the next ranked Bidder, or the Authority may re-advertise for Bids, and in either case the Authority shall have the right to recover from the Bidder the Authority's costs and damages including, without limitation, attorney's fees, **to the same extent that Authority could recover its costs and expenses from the Bidder under Section 10 of the Instructions to Bidders if the Bidder withdrew or attempted to withdraw its Bid.**

The Bidder further agrees, if it fails to complete the work according to the Specifications within the scheduled time or any authorized extension thereof, that damages may be deducted from the Contract price payable to the Bidder.

Acknowledgment is hereby made of the following Addenda (identified by number) received since issuance of the Contract Documents:

<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>	<u>ADDENDUM NO.</u>	<u>DATE</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

It will be the responsibility of the Bidder to contact AirportLink at (866) 889-8533 or by visiting AirportLink's web site at <http://AirportLink.perfect.com> or by visiting the Authority Purchasing Department's web site at www.orlandoairports.net/purchasing prior to submitting a Bid to ascertain Addenda, if any, that may have been issued, to obtain all such Addenda and return such Addenda (or portions of Addenda as may be applicable) with the Bid. If you received this solicitation document from any source other than AirportLink (WebProcure), please promptly register your interest in this solicitation with AirportLink.

BIDDER: Duct Dynasty

The Bidder agrees to provide all labor, supervision, parts and components, tools, equipment, and consumables and all other items necessary or proper for, or incidental to, performing Air Duct Cleaning Services as described in the Contract Documents, including, but not limited to, the cost of bonds and the specified insurance coverage for the following:

14-21 AIR DUCT CLEANING SERVICES

TOTAL THREE (3) YEAR BID PRICE:

Five Hundred Fifty-Six Thousand One Hundred Twenty-Five Dollars *76*
\$556,125.00
Four Hundred Seventy-Six Thousand Nine Hundred Twenty-Five **\$** **476,925.00**
Print Dollar Amount)

Note: The figure shown above should match the figure shown on Page BF-14 as the "Total Three (3) Year Bid Price."

BIDDER: Duct Dynasty

(If Bidder is a **Sole Proprietorship** sign on the line below)

N/A
Company Name (if any)

(SEAL)
Company Owner's (Bidder's) Signature

Company Owner's Name Printed or Typed

(If Bidder is a **Partnership**, fill in name of the partnership, followed below by the signature of the general partner signing.)

(SEAL)
Partnership Name

BY: (SEAL)
General Partner's Signature

General Partner's Name Printed or Typed

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: The name and business address of all principals and partners if a partnership (if a limited partnership, information for general partner only, along with the name of the limited partnership's home state).

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

BIDDER: Duct Dynasty

(If Bidder is a **Corporation** or **Other State-Chartered Business Entity**, fill in the name of the corporation or entity, followed by the signature of the authorized officer or agent signing, followed by his title.)

N/A

(Name of Corporation or other business entity)

BY: _____
(Signature of Authorized Officer)

(Affix Corporate Seal)

Its: _____
(Title)

Officer's Name Printed or Typed

ATTEST: _____
Secretary

The Bidder is a corporation or other state-chartered business entity organized under the laws of the State of _____, and authorized by law to make this Bid and perform all work and furnish materials and equipment required under the Contract Documents. If Bidder is a foreign corporation or other business entity, the corporation or entity ____ is (or) ____ is not, registered with the Secretary of State of the State of Florida. Foreign corporations or other foreign state-chartered business entities must have a Florida registered agent and must provide a copy of their Florida registration or application as a condition to entering into a Contract with the Authority.

The following information may be provided by a Bidder with this Bid, but must be provided to the Authority at any time upon the request of the Authority: the full names and business addresses of each officer, director and holder of 10% or more of the corporation's or entity's outstanding stock, including the corporate office or title of all individuals listed.

Bidders are hereby notified that the Greater Orlando Aviation Authority is a public agency and, as such, is subject to Chapter 119, *Florida Statutes*, regarding the disclosure of public records. Pursuant to Section 119.071(1)(b)2., *Florida Statutes*, sealed bids received by the Authority pursuant to invitation for bids, are exempt from public disclosure only for the thirty (30) day period following the bid opening and as otherwise provided in Section 119.071. Once the thirty (30) day period has passed, all bids received by the Authority shall be made available to the public for inspection and copying in accordance with Chapter 119, *Florida Statutes*. Once bids are opened, they may not be revoked, even during such thirty (30) day period. Any language in a bid attempting to keep all or part of such bid confidential is of no force and effect and will be disregarded as contrary to Florida law.

NOTE: Bidders must sign in the proper capacity on either Page BF-4 or BF-5 as applicable.

CONTRACT REFERENCES

List below companies for whom you are presently providing air duct cleaning services to and companies you have provided these services to in the past. References should be able to verify services of a type similar to the obligations requested in this Bid (refer to Section 14 of the Instructions to Bidders).

- | | |
|------------------|---|
| 1. COMPANY NAME: | <u>Advent Health</u> |
| ADDRESS: | <u>601 East Rollins Street, Suite 400</u> |
| | <u>Orlando, Florida 32803</u> |
| CONTACT PERSON: | <u>Lisa Barrett</u> |
| PHONE NO.: | <u>(407) 303-5600</u> |
| EMAIL ADDRESS: | <u>lisa.barrett@adventhealth.com</u> |
|
 | |
| 2. COMPANY NAME: | <u>Orlando Health</u> |
| ADDRESS: | <u>86 West Underwood Street</u> |
| | <u>Orlando, Florida 32806</u> |
| CONTACT PERSON: | <u>Alfred Caamano</u> |
| PHONE NO.: | <u>(407) 467-8720</u> |
| EMAIL ADDRESS: | <u>alfredcaamano@orlandohealth.com</u> |
|
 | |
| 3. COMPANY NAME: | <u>Trane of Jacksonville</u> |
| ADDRESS: | <u>8929 Western Way</u> |
| | <u>Jacksonville, Florida 32256</u> |
| CONTACT PERSON: | <u>Eric Schmidt</u> |
| PHONE NO.: | <u>(904) 219-6000</u> |
| EMAIL ADDRESS: | <u>eric.schmidt2@trane.com</u> |

Note: Additional references may be provided at the option of the Bidder.

BIDDER: Duct Dynasty

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BIDDER: Duct Dynasty

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

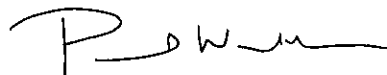
In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations,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

I understand and agree that the 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.

Duct Dynasty

(Name of Bidder)

By:



(Signature)

Date: October 12, 2020

Title: Vice President of Operations

BIDDER: Duct Dynasty

NO RESPONSE

TO

INVITATION FOR BIDS

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

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

We have received Invitation for Bids, Purchasing Bid 14-21 Air Duct Cleaning Services for Orlando International Airport, opening at 11:00 a.m., October 27, 2020, at the Greater Orlando Aviation Authority, Orlando International Airport, Purchasing Office, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338.

Our firm's reason for not submitting a Bid is:

N/A

Company Name

By: _____

Its: _____
Name & Title, Typed or Printed

BIDDER: Duct Dynasty

BID PRICES

14-21 AIR DUCT CLEANING SERVICES

YEAR ONE

AIR DUCT CLEANING SERVICES	(a) HOURLY RATE (\$)	(x)	(b) ESTIMATED ANNUAL HOURS*	(=)	(c) EXTENSION (\$)
Standard Hours	\$ <u>58.50</u>	(x)	500	(=)	\$ <u>29,250.00</u>
Non-Standard Hours	\$ <u>88.00</u>	(x)	1000	(=)	\$ <u>88,000.00</u>
ADDITIONAL WORK	(d) HOURLY RATE (\$)	(x)	(e) ESTIMATED ANNUAL HOURS*	(=)	(f) EXTENSION (\$)
Standard Hours	\$ <u>58.50</u>	(x)	50	(=)	\$ <u>2,925.00</u>
Non-Standard Hours	\$ <u>88.00</u>	(x)	100	(=)	\$ <u>8,800.00</u>
	(g) MARKUP (%)	(x)	(h) ESTIMATED AMOUNT OF ANNUAL PURCHASE*	(=)	(i) EXTENSION (\$)
Estimated Parts, Materials, and Rentals Purchased for Reimbursable Cost for Air Duct Cleaning Services				(=)	\$ <u>25,000.00</u>
Contractors Mark-up % over its cost for Parts, Materials, and Rentals for Air Duct Cleaning Services (e.g. 1% should be entered as .01)	<u>.20</u> (% expressed in decimals)	(x)	\$ 25,000	(=)	~~\$ 5,000.00~~ <u>\$30,000.00</u>
TOTAL YEAR ONE PRICE					\$ <u>158,975.00</u> (Enter Here and on Page BF-14)

BIDDER: Duct Dynasty

BID PRICES

14-21 AIR DUCT CLEANING SERVICES

YEAR TWO

AIR DUCT CLEANING SERVICES	(a) HOURLY RATE (\$)	(x)	(b) ESTIMATED ANNUAL HOURS*	(=)	(c) EXTENSION (\$)
Standard Hours	\$ <u>58.50</u>	(x)	500	(=)	\$ <u>29,250.00</u>
Non-Standard Hours	\$ <u>88.00</u>	(x)	1000	(=)	\$ <u>88,000.00</u>
ADDITIONAL WORK	(d) HOURLY RATE (\$)	(x)	(e) ESTIMATED ANNUAL HOURS*	(=)	(f) EXTENSION (\$)
Standard Hours	\$ <u>58.50</u>	(x)	50	(=)	\$ <u>2,925.00</u>
Non-Standard Hours	\$ <u>88.00</u>	(x)	~~100~~ 1000	(=)	~~\$ 8,800.00~~ \$ 88,000.00
	(g) MARKUP (%)	(x)	(h) ESTIMATED AMOUNT OF ANNUAL PURCHASE*	(=)	(i) EXTENSION (\$)
Estimated Parts, Materials, and Rentals Purchased for Reimbursable Cost for Air Duct Cleaning Services				(=)	\$ <u>25,000.00</u>
Contractors Mark-up % over its cost for Parts, Materials, and Rentals for Air Duct Cleaning Services (e.g. 1% should be entered as .01)	<u>.20</u> (% expressed in decimals)	(x)	\$ 25,000	(=)	~~\$ 5,000.00~~ \$ 30,000.00
					\$ <u>238,175.00</u>
TOTAL YEAR TWO PRICE					\$ <u>158,975.00</u> (Enter Here and on Page BF-14)

BID PRICES
14-21 AIR DUCT CLEANING SERVICES

YEAR THREE

AIR DUCT CLEANING SERVICES	(a) HOURLY RATE (\$)	(x)	(b) ESTIMATED ANNUAL HOURS*	(=)	(c) EXTENSION (\$)
Standard Hours	\$ <u>58.50</u>	(x)	500	(=)	\$ <u>29,250.00</u> ✓
Non-Standard Hours	\$ <u>88.00</u>	(x)	1000	(=)	\$ <u>88,000.00</u> ✓
ADDITIONAL WORK	(d) HOURLY RATE (\$)	(x)	(e) ESTIMATED ANNUAL HOURS*	(=)	(f) EXTENSION (\$)
Standard Hours	\$ <u>58.50</u>	(x)	50	(=)	\$ <u>2,925.00</u> ✓
Non-Standard Hours	\$ <u>88.00</u>	(x)	100	(=)	\$ <u>8,800.00</u> ✓
	(g) MARKUP (%)	(x)	(h) ESTIMATED AMOUNT OF ANNUAL PURCHASE*	(=)	(i) EXTENSION (\$)
Estimated Parts, Materials, and Rentals Purchased for Reimbursable Cost for Air Duct Cleaning Services				(=)	\$ <u>25,000.00</u>
Contractors Mark-up % over its cost for Parts, Materials, and Rentals for Air Duct Cleaning Services (e.g. 1% should be entered as .01)	<u>.20</u> (% expressed in decimals)	(x)	\$ 25,000	(=)	~~\$ 30,000.00~~ \$ <u>5,000.00</u> ✓
TOTAL YEAR THREE PRICE					\$ <u>158,975.00</u> ✓ (Enter Here and on Page BF-14)

BIDDER: Duct Dynasty

- * The number of frequencies, hours and Parts, Materials, Rentals and Components per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of hours and Parts, Materials, Rentals and Components per year to differ from the estimates. The Authority has no obligation to request any hours and Parts, Materials, Rentals and Components per year or to require the use of any particular hours and Parts, Materials, Rentals and Components per year. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Authority only to pay the hourly price for work actually and the cost and the Percentage Mark-Up for approved Parts, Materials, Rentals and Components provided in the successful Bidder's Bid for the services and materials actually requested by the Authority and satisfactorily provided by the Contractor. The hourly rate provided in the Bid should take into consideration the hourly rates paid to all of the Contractor's employees used in performing the Contract services.

BIDDER: Duct Dynasty

TOTAL BID PRICES

14-21 AIR DUCT CLEANING SERVICES

TOTAL YEAR 1 BID PRICE \$ 158,975.00

TOTAL YEAR 2 BID PRICE \$ ~~158,975.00~~ \$238,175⁰⁰ *JK*

TOTAL YEAR 3 BID PRICE \$ 158,975.00

TOTAL THREE (3) YEAR BID PRICE \$ ~~476,925.00~~ \$556,125⁰⁰ *JK*

(Enter Total Here and on Page BF-3)



BIDDER: Duct Dynasty



***** END OF BID FORM *****



October 13, 2020

RE: Duct Dynasty Clean Air LLC

To whom it may concern;

Please accept this letter from their agent – Warren Morris – that we are working with the client regarding their renewal (10/15/2020) and if renewed, they will continue to have a total per-occurrence limit of \$5million dollars. This would be a combination of their underlying liability coverage combined with their excess policy. This is what we currently have insured through 2019-2020 term with Philadelphia Insurance Company.

Regards,

Warren Morris, CLCS
Executive Vice President and Agent



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRIDGES, BRADLEY R

DRYFAST SYSTEMS
6565 HAZELTINE NATIONAL DR STE 10
ORLANDO FL 32822

LICENSE NUMBER: CAC1819562

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



NATIONAL AIR DUCT CLEANERS ASSOCIATION

Certifies

Kyle Dinger

With

DryFast Systems dba Duct Dynasty

as an

Air Systems Cleaning Specialist (ASCS)

This certificate holder is qualified to serve as a project manager for residential and commercial HVAC cleaning and restoration projects, including remediation of microbial contaminants within HVAC systems.

This certificate holder also qualifies as a Ventilation System Mold Remediator (VSMR).

This certificate is valid until the expiration date shown below and is renewable.

06/30/2021
Expiration Date



12772969
Certification Number

09/28/2019
Certified Since

CONTRACT

THIS AGREEMENT made and entered into effective as of the 1st day of April, 2021, by and between the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body, existing under and by virtue of the laws of the State of Florida, hereinafter called Authority, and **DRYFAST RECOVERY SYSTEMS, LLC d/b/a DUCT DYNASTY**, hereinafter called Contractor.

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Authority, hereby covenants and agrees to provide all materials, labor, supervision, miscellaneous supplies, equipment, tools, chemicals, and all other accessories, services, facilities, activities necessary for the cleaning of the air ductwork systems, on an "as-needed" basis, throughout the Landside Terminal Building, Airsides, and other Authority buildings and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 14-21, Air Duct Cleaning Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Forms, the Instructions to Bidders, any Addenda issued prior to the execution of the Contract, the General Conditions, the Specifications, and the Invitation for Bids, each of which are incorporated herein by this reference.

If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract Documents, then the 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 Authority, and in no event shall Contractor be entitled to recover from 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 Section 2 of the General Conditions for work performed hereunder by the Contractor shall be considered as a release in full of all claims against 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, Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the contract provisions of Section 2 of the General Conditions, compensation as set forth in Section 2 of the General Conditions, subject to such additions and deductions as may be provided in the Contract Documents and any duly approved and executed amendments thereto.

(Sign this page if the Contractor is a **Sole Proprietorship** or a **Partnership**)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, or Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal, all as of the day and year first above written.

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

[Official Seal]

By: _____

Its: _____

Attest:

Secretary

WITNESSED BY:

"CONTRACTOR"

(Name of Contractor)

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

Its: _____
(Title)

Name of Owner or General Partner Printed
or Typed

(Sign this page if the Contractor is a Corporation or Other State-Chartered Business Entity)

IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chairman, Vice Chairman, or Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has caused this Contract to be executed in its name by Findlay Dinger, its President, attested by _____, its _____ Secretary, and has caused the seal of said corporation or other business entity to be hereunto attached, all as of the day and year first above written.

[Official Seal]

Approved as to Form and Legality
this 24 day of February, 2021

NELSON MULLINS BROAD AND CASSEL

By: N. O. Mullins
Greater Orlando Aviation Authority

[Corporate Seal]

"AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: [Signature]

Its: Chief Executive Officer

Date Signed: 3-3-2021

Attest: [Signature]

LARISSA BOU-VAZQUEZ
Assistant Secretary

"CONTRACTOR"

DRYFAST RECOVERY SYSTEMS, LLC
d/b/a DUCT DYNASTY

(Name of Contractor)

By: [Signature]

(Signature of Officer)

Its: President
(Title)

Findlay Dinger
Name of Officer Printed or Typed

Attest:

Secretary



DRYFREC-01

YGRULLOM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2021

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

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

PRODUCER Hub International Florida	CONTACT NAME: PHONE (A/C, No, Ext): (407) 894-5431		FAX (A/C, No):
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : National Fire & Marine		20079
	INSURER B : Vantapro Specialty Insurance		44768
INSURED DryFast Recovery Systems, LLC 6565 Hazeltine National Drive Unit 9 Orlando, FL 32822	INSURER C : Bridgefield Casualty Insurance Company		10335
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Standard Contractual ☒ all \$5,000 PD Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Poll & Prof ea \$1M/\$2M	X	X	42-ESP-000766-01	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Bailee \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	5087-0771-00	10/15/2020	10/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			42-EXS-000767-01	10/15/2020	10/15/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 Over GL,AL,EL \$
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	N / A	196-41899	11/21/2020	11/21/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Transport of Prop.			42-ESP-000766-01	10/15/2020	10/15/2021	\$5,000 PD Ded. / 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Greater Orlando Aviation Authority, the contractor the authority and the city and the members, officers, agents, and employee are listed as additional insured for General Liability & Auto Liability & Waiver of subrogation applies for general Liability, auto liability & workers comp, when required in a written contract or agreement with the insured as per terms and conditions of the policy endorsements.

CERTIFICATE HOLDER

CANCELLATION

Greater Orlando Aviation Authority 8652 Casa Verde Road, 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 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: 11/21/2020

Policy Number: 196-41899

Insured: DryFast Recovery Systems, LLC & Duct Dynasty Clean Air

WC 00 03 13 (Ed. 4-84)

ENDORSEMENT

This endorsement, effective 12:01 AM: 10/15/2020
Forms a part of Policy No.: 42-ESP-000766-01
Issued to: Dryfast Recovery Systems, LLC
By: National Fire & Marine Insurance Company

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as additional insured. However, this status only exists for the project specified in that contract.	Those locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

SECTION II – Definitions *Insured* is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for any *bodily injury*, *property damage* or *clean-up costs* caused, in whole or in part, by *your work* at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the *products-completed operations hazard*.

As used in this endorsement: *your work* means work or operations performed by you or on your behalf and materials, parts or equipment furnished in connection with such work or operations; *products-completed operations hazard* means *bodily injury*, *property damage* or *clean-up costs* occurring away from premises you own or rent and arising out of *your work* except work that has not yet been completed or abandoned. However, *your work* will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed.
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 10/15/2020
Forms a part of Policy No.: 42-ESP-000766-01
Issued to: Dryfast Recovery Systems, LLC
By: National Fire & Marine Insurance Company

AUTOMATIC ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to name as an additional insured is included as an additional insured, but only as respects the project specified in that contract and only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured. The limit of the additional insured coverage shall be the lesser of:

1. Those limits required by written contract; or
2. The applicable per claim limit per the Declarations.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 10/15/2020
Forms a part of Policy No.: 42-ESP-000766-01
Issued to: Dryfast Recovery Systems, LLC
By: National Fire & Marine Insurance Company

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY INSURANCE ENDORSEMENT – DESIGNATED WORK OR PROJECT(S)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GENERAL LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION COVERAGE PART
ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE PART
TRANSPORTATION LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that this Policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory towards this insurance.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 AM: 10/15/2020
Forms a part of Policy No.: 42-ESP-000766-01
Issued to: Dryfast Recovery Systems, LLC
By: National Fire & Marine Insurance Company

AUTOMATIC WAIVER OF SUBROGATION ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

SCHEDULE

Any person(s) or organization(s) to whom the Named Insured agrees, in a written contract, to provide waiver of subrogation. However, his status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the insured's work done under a contract with that person or organization. The waiver applies only to the person or organization in the above schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Coverage Forms and Endorsements

[PR-EC-IL-100-052020 - Common Policy Declarations](#)

[PR-EC-IL-101-052020 - Coverage Part Declarations](#)

[PR-EC-IL-003-052020 - Schedule of Forms and Endorsements](#)

[PR-EC-IL-004-052020 - Common Policy Conditions Endorsement](#)

[PR-EC-IL-103-052020 - Claims Notice](#)

[PR-EC-IL-006-052020 - Minimum Earned Premium Endorsement](#)

[PR-EC-IL-001-052020 - Signature Page](#)

[PR-EC-IL-050-052020 - Nuclear Energy Liability Exclusion](#)

[PR-EC-IL-025-052020 - Punitive or Exemplary Damage Exclusion](#)

[PR-EC-IL-029-052020 - Service of Suit Clause](#)

[PR-EC-IL-102-052020 - Office of Foreign Assets Control \(OFAC\) Endorsement](#)

[CG 00 01 04 13 - Commercial General Liability Coverage Form - Occurrence](#)

[CG 00 68 05 09 - Recording or Distribution of Material or Information in Violation of Law Exclusion](#)

[CG 21 07 05 14 - Access or Disclosure of Confidential or Personal Information Exclusion](#)

[CG 21 47 12 07 - Employment Related Practices Exclusion](#)

[CG 22 43 04 13 - Exclusion - Engineers, Architects, or Surveyors Professional Liability](#)

[CG 03 00 01 96 - Deductible Liability Insurance Endorsement](#)

[PR-EC-CP-001-052020 - Contractors Pollution Liability Form - Occurrence](#)

[PR-EC-PL-001-052020 - Professional Liability - Claims Made](#)

[PR-EC-PL-004-052020 - Specified Professional Services Endorsement](#)

Professional services means those inspecting, testing, consulting, project management or construction management services that are performed by you or on your behalf. Professional services includes making recommendations for the site selection, transportation, disposal or treatment of pollution conditions.

[PR-EC-TL-001-052020 - Transportation Pollution Liability](#)

[SN-FL 0405 - FL Surplus Lines NOTICE](#)

[PR-EC-GL-001-052020 - Maximum Policy Limits of Liability](#)

[PR-EC-IL-048-052020 - Communicable, Contagious or Prion Diseases Exclusion](#)

[PR-EC-IL-010-052020 - Automatic Additional Insured - Owners, Lessees or Contractors](#)

[PR-EC-IL-009-052020 - Automatic Waiver of Subrogation Endorsement](#)

[PR-EC-IL-013-052020 - Automatic Primary and Non-Contributory Insurance Endorsement - Designated Work or Projects](#)

[PR-EC-IL-037-052020 - Bailment \(Care, Custody and Control of Coverage Limitation\) Endorsement](#)

\$1m/\$1m limit; \$5K ded

[PR-EC-IL-043-052020 - Non-Owned Disposal Site Coverage Endorsement](#)

In California: Alta Risk Insurance Services, LLC

License #0146553

\$1m/\$1m limit; \$5K ded; retro: inception

CG 20 10 04 13 - Additional Insured - Owners Lessees or Contractors

1) Beazer Homes US & it's subsidiaries, officers, directors, agents and employees; 2) Eastgroup Properties LP c/o my COI; 3) Meritage Homes Corporation

CG 20 37 04 13 - Additional Insured - Owners Lessees or Contractors - Completed Operations

1) Blanket; 2) Beazer Homes US & it's subsidiaries, officers, directors, agents and employees; 3) Eastgroup Properties LP c/o my COI; 4) Meritage Homes Corporation

PR-EC-CP-006-052020 - Incidental Contingent TPL Coverage

PR-EC-CP-007-052020 - Additional Insured - Owners, Lessees or Contractors - Completed Operations

PR-EC-IL-015-052020 - Designated Operations and Professional Services Exclusion

All operations and work performed by your related entity Duct Dynasty, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Meritage Homes Corporation	As designated in a signed written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

However:

3. The insurance afforded to such additional insured only applies to the extent permitted by law; and
4. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Beazer Homes US & its subsidiaries, officers, directors, agents and employees	As designated in a signed written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

However:

3. The insurance afforded to such additional insured only applies to the extent permitted by law; and
4. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Eastgroup Poperties LP c/o my COI	As designated in a signed written contract with the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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(s) at the location(s) designated above.

However:

3. The insurance afforded to such additional insured only applies to the extent permitted by law; and
4. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. 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
2. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Beazer Homes US & its subsidiaries, officers, directors, agents and employees	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Eastgroup Properties LP c/o my COI	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Meritage Homes Corporation	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured 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 is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

***** END OF CONTRACT *****

GENERAL CONDITIONS

1. SCOPE OF WORK:

This Contract will be to provide all materials, labor, supervision, miscellaneous supplies, equipment, tools, chemicals, and all other accessories, services, facilities, activities necessary for the cleaning of the air ductwork systems, on an "as-needed" basis, throughout the Landside Terminal Building, Airsides, and other Authority buildings located at the Orlando International Airport ("OIA") in accordance with the Contract Documents. All work shall be performed in accordance with the Specifications attached hereto.

2. COMPENSATION - INVOICE AND PAYMENT FOR SERVICES:

- 2.1 The Authority shall pay the Contractor based on the prices as set forth on Pages BF-10 through BF-12 for the Air Duct Cleaning Services authorized by the Authority and actually performed by the Contractor to the satisfaction of the Authority which are (i) included in the Specifications; or (ii) authorized by the AAR in writing.
- 2.2 The Authority shall pay the Contractor, the hourly rate for standard and non-standard working hours as set forth in the Bid Forms. The Contractor shall invoice the Authority by the tenth (10th) day of each month following the end of the month in which services were performed under the Contract, accompanied by such supporting documentation and other backup material as the Authority may reasonably require. The Contractor's invoice shall generally describe the service rendered, hourly rate, and the location the air duct cleaning services were performed. The forms to be used will be provided by the Contractor, with approval of the Authority.
- 2.3 The Authority shall pay the Contractor, the hourly rate for additional work for standard and non-standard working hours as set forth in the Bid Forms. The Contractor shall invoice the Authority by the tenth (10th) day of each month following the end of the month in which services were performed under the Contract, accompanied by such supporting documentation and other backup material as the Authority may reasonably require. The Contractor's invoice shall generally describe the service rendered, hourly rate, and the location the air duct cleaning services were performed. The forms to be used will be provided by the Contractor, with approval of the Authority.
- 2.4 The Authority shall pay the Contractor, subject to authorized deductions, its actual invoice cost for Contractor-provided parts, materials, equipment rental and other reimbursable items as provided in the Bid Forms and the Specification provided by Contractor and approved in writing by the AAR in advance of such purchase. For such approved purchases, the Authority shall also pay the Contractor the Contractor's percentage markup on those items as set forth in the Bid Forms. The Authority will reimburse the Contractor for reasonable freight and shipping charges incurred with respect to any such reimbursable items, at actual cost, for which parts, materials, equipment rental and other reimbursable items are approved in writing by the Authority in advance of such shipment. The cost of overnight delivery shall be approved in writing in advance by the AAR. For the payment of all items in this Section 2.1, the Contractor shall invoice the Authority by the tenth (10th) day of each month following the end of each month such reimbursable items were used or installed, accompanied by such supporting documentation and other backup material as the Authority may reasonably require.
- 2.5 The Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Authority's satisfaction and/or completed in a timely manner.

GENERAL CONDITIONS (Continued)

- 2.6 The Authority shall notify the Contractor of any specific services that are unsatisfactory to the Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Authority's satisfaction within ten (10) calendar days after Authority's notice, the Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- 2.7 The Authority shall pay the undisputed amount of Contractor's (hereinafter includes "Consultant") invoice, as it may be reduced to reflect unsubstantiated or unsatisfactory services. Items in dispute shall be paid upon the resolution of the dispute. No verification or payment of any amounts invoiced shall preclude the Authority from later recovering any money paid in excess of that due under the terms of this Contract.
- 2.8 Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Authority shall have the right, but not the obligation, to pay directly to third parties (including subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- 2.9 The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125.

3. COMPLIANCE WITH LAWS AND REGULATIONS:

- 3.1 The Contractor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Orange County, the City of Orlando, any applicable rules, regulations or directives of any agency thereof, and the applicable regulations of the Authority. OSHA rules and regulations shall be followed at all times. The Authority shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the Contractor's performance of its obligations and functions hereunder; the Contractor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the Authority should reasonably request in connection with any such challenge or contest by the Authority.
- 3.2 The Contractor shall obtain and keep current all licenses, permits and authorizations, whether municipal, county, state or federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all fees therefor.
- 3.3 The Contractor shall abide by all applicable state and federal regulations pertaining to wages and hours of an employee.

4. CONTRACTOR'S LIABILITY:

The Contractor shall be responsible for the prompt payment of any fines imposed on Authority or Contractor by the Transportation Security Administration ("TSA") or any other federal, state or local governmental agency as a result of Contractor's, or its subcontractor's (or the officers', directors', employees' or agents' of either), failure to comply with the requirements of any law or any governmental agency rule, regulation, order or permit. The liability of the Contractor under this Section 4 is in addition to and in no way a limitation upon any other liabilities and responsibilities which may be imposed by applicable law or by the indemnification provisions of

GENERAL CONDITIONS (Continued)

Section 5 hereof, and such liability shall survive the expiration or earlier termination of this Contract.

5. INDEMNIFICATION AND INSURANCE:

- 5.1 Contractor shall indemnify, defend and hold completely harmless the Authority and the City of Orlando, Florida ("City"), and the 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, 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 (i) by reason or on account of damage to or destruction or loss of any property of 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 Authority's negligence or by the joint negligence of Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, subcontractors, licensees, or invitees, or (ii) 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 (iii) arising out of or in connection with any claim, suit, assessment or judgment prohibited by Section 5.4 below by or in favor of any person described in Section 5.5 below, or (iv) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, subcontractors, licensees or invitees. 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 Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Authority may pursue indemnity, the Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Authority unless the Contractor and the Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Authority, the Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Authority, representation of both the Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then 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.
- 5.2 Not applicable.
- 5.3 The Contractor shall assume all responsibility for loss caused by neglect or violation of any state, federal, municipal or agency law, rule, regulation or order. The Contractor shall give to the proper authorities all required notices relating to its performance, obtain all official permits and licenses, and pay all proper fees and taxes. It shall promptly undertake proper

GENERAL CONDITIONS (Continued)

monetary restitution with respect to any injury that may occur to any building, structure or utility in consequence of its work. The Contractor will notify the Authority in writing of any claim made or suit instituted against the Contractor because of its activities in performance of the Contract.

- 5.4 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 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 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 Authority or City, either directly or through the 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 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 Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the 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.
- 5.5 In any and all claims against the 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 5 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.
- 5.6 No provisions of Section 5 herein shall be construed to negate, abridge, or otherwise reduce any other right of indemnity that Authority may have as to any party or person described therein.
- 5.7 Insurance – The Authority is currently contracted with CertFocus/Vertikal for the management of all insurance certificates related to Authority Contracts. Contractors who enter into a Contract with the Authority will be contacted directly by CertFocus/Vertikal for insurance certificates and related matters such as expired certificates. An introductory letter will be sent regarding CertFocus/Vertikal 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 are to respond to CertFocus/Vertikal as directed in the introductory letter as well as any further instructions they may receive from CertFocus/Vertikal.
- 5.7.1 **General Liability and Automobile Liability.** Contractor shall purchase and maintain in force during the term of the Contract, at its own cost and expense, to protect the Contractor, the Authority and the City, and the members (including, without limitation, all members of the governing Board of the Authority, the City's Council and the citizens' advisory committees of each), officers, agents, and employees of each, from and against any and all liabilities arising out of or in connection with the Contractor's performance of the Contract work:

GENERAL CONDITIONS (Continued)

- (1) Commercial general liability insurance with coverage of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** combined single limit per occurrence, and with contractual liability coverage for Contractor's covenants to and indemnification of Authority and the City under the Contract, and
- (2) Automobile liability insurance with policy limits of not less than **FIVE MILLION DOLLARS (\$5,000,000.00)** combined single limit per accident or occurrence covering each motor vehicle operated on Authority property. Contractor acknowledges and agrees that, if the Contractor's employee operates a vehicle in the Authority's Aircraft Operations Area (AOA), then all such operations are within its employee's scope of employment regardless of who owns the vehicle.

5.7.1.1 Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the 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.

5.7.1.2 Additional Insured Endorsement. Contractor agrees and shall cause the 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, employees, and agents to be named as additional insureds under such policy or policies of commercial general and automobile liability insurance.

5.7.2 **Workers' Compensation and Employer's Liability.** If Contractor has any employee working on Authority property, Contractor shall procure and maintain in force during the term of the Contract (i) workers' compensation insurance, and (ii) employer's liability insurance. The policy limits of the Contractor's employer's liability insurance shall not be less than \$100,000 for "each accident," \$500,000 for "disease policy limit," and \$100,000 for "disease each employee." If the Contractor is self-insured, the Contractor shall provide proof of self-insurance and authorization to self-insure as required by applicable state laws and regulations. The Authority will not accept State of Florida exemptions.

5.7.3 **Professional Liability Insurance.** Not applicable.

5.7.4 **Garage Liability Insurance.** Not applicable.

5.7.5 **Garage Keeper's Legal Liability Insurance.** Not applicable.

5.7.6 **Crime Coverage.** Not applicable.

5.7.7 **Pollution Liability Insurance.** Contractor shall purchase and maintain at its own cost during the term of the Contract, pollution liability insurance for bodily injury, property damage, and cleanup costs. The Authority shall be named as an

GENERAL CONDITIONS (Continued)

additional insured on this policy. The limits of coverage shall not be less than **ONE MILLION DOLLARS (\$1,000,000.00) per claim, with a ONE MILLION DOLLARS (\$1,000,000.00) aggregate, subject to a deductible/SIR of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) per claim.** The aggregate limit must be specific to this Contract.

5.7.8 **Equipment Installation Insurance.** Not applicable.

5.7.9 **Fiduciary Liability Insurance.** Not applicable.

5.7.10 **Other Insurance Requirements.** All insurance policies required by this Section 5.7 shall provide that they are primary insurance as respects any other valid insurance Authority may possess, and that any other insurance Authority does possess shall be considered excess insurance only. All such insurance shall be carried with a company or companies which meet the requirements of Section 6.8 of these General Conditions, and said policies shall be in a form satisfactory to Authority. A properly completed and executed Certificate of Insurance on a form provided or approved by Authority (such as a current ACORD certificate of insurance) evidencing the insurance coverages required by this Section shall be furnished to the Authority upon the Contractor's execution of the Contract. The Contractor shall provide the Authority with at least thirty (30) days' prior written notice of any adverse material change in the Contractor's required insurance coverage. For purposes of this Section 5.7.10, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction, non-renewal or cancellation of any insurance coverage, or any increase in the Contractor's self-insured retention. Prior to the expiration of any such policy, Contractor shall file with Authority a certificate of insurance showing that such insurance coverage has been renewed. If the insurance coverage is canceled or reduced, Contractor shall, within five (5) days after such cancellation or reduction in coverage, file with Authority a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies approved by Authority. If Contractor fails to obtain or have such insurance reinstated, 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. The 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.

6. SURETY BONDS/LETTERS OF CREDIT/LIABILITY INSURANCE:

6.1 A surety Bond/Letter of Credit is not required for this Contract.

6.2 Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be approved to issue insurance policies in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of A.M. Best's Insurance Reports. If the liability insurer is rated by A.M. Best's Insurance Reports at a "A-" Financial Rating and a Financial Size Category of "Class VIII" or higher than the Authority's Chief Executive Officer may waive the requirement for the insurer to be approved by the State of Florida.

GENERAL CONDITIONS (Continued)

7. CONTRACT ADJUSTMENTS:

- 7.1 Notwithstanding any provision herein to the contrary, the Authority reserves the right to modify at any time the nature, method, scope, frequency, or timing of the Contractor's obligations under this Contract (Contract Adjustments) in whatever manner it determines to be reasonably necessary for the proper completion of the Contractor's work hereunder. Both parties agree that, should any Contract Adjustments be made, the Contractor's compensation and the amount of the Performance Bond or Letter of Credit required, will be adjusted accordingly, in such amount or amounts as will be mutually agreed to by means of good faith negotiation by the Authority and the Contractor and, to the extent possible, by reference to any unit costs already established in the Bid. Without exception, all deletions or additions to the scope of work will be set forth in a written Amendment to this Contract.
- 7.2 Notwithstanding the foregoing, the Authority shall have the right to terminate this Contract pursuant to the provisions of Section 9.2 herein should the Contractor and the Authority fail to reach agreement on the adjusted compensation, or the amount of the Performance Bond or Letter of Credit, within thirty (30) days after the date of the Contract Adjustment.
- 7.3 Notwithstanding the foregoing, there shall be no upward adjustment of the compensation on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Contractor, its employees, agents, or its subcontractors to properly perform its obligations and functions under this Contract.

8. SUBCONTRACTORS:

- 8.1 The Contractor shall perform all of its obligations and functions under this Contract by means of its own employees, or by a duly qualified subcontractor which is approved in advance by Authority. Such subcontractor which is an affiliate, parent, or subsidiary company; or had principal owners, relatives, close kin, management, or employees common to the Contractor; or any other party that has the ability to significantly influence the management or daily business operations of the subcontractor must be disclosed in writing to the Chief Executive Officer. Goods and services provided by subcontractors which are reimbursed by the Authority must be bona fide arm's-lengths transactions. In the event a subcontractor is employed, the Contractor shall 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 Authority.
- 8.2 This Contract shall be referred to and incorporated within any contractual arrangement between the Contractor and a subcontractor and, in such contractual arrangement, the subcontractor shall give its express written consent to the provisions of this Section 8. 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.
- 8.3 In the event that the Contractor employs a subcontractor, then 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 Authority by the Contractor and the Authority shall pay all compensation to the Contractor. It shall be the sole responsibility of the Contractor to deal with a subcontractor with respect to the collecting and submission

GENERAL CONDITIONS (Continued)

of invoices and the payment of compensation. In no event shall the Authority have any obligation or liability hereunder to any subcontractor, including, in particular, any obligations of payment.

- 8.4 If the Contractor has qualified as an MWBE or LDB program participant with respect to this Contract, Contractor may not subcontract the performance of services hereunder to an entity that has not received MWBE or LDB certification, unless the MWBE and LDB Participation Goals are separately met by a qualified portion of the Contract being performed by the Contractor or by one or more other subcontractors that are MWBE and/or LDB certified.

9. DEFAULT AND TERMINATION:

9.1 In the event that:

- 9.1.1 the Contractor shall repeatedly fail (defined for this purpose as at least three (3) failures within any consecutive twelve (12) month period) to keep, perform or observe any of the promises, covenants or agreements set forth in this Contract provided that notice of the first two (2) failures shall have been given to Contractor, but regardless whether or not Contractor shall have remedied any such failure); or
- 9.1.2 the Contractor shall fail to keep, perform or observe any promise, covenant, or agreement set forth in this Contract, and such failure shall continue for a period of more than five (5) days after delivery to the Contractor of a written notice of such breach or default; or
- 9.1.3 the Contractor's occupational or business license shall terminate or Contractor shall fail to provide Authority with any bond, letter of credit, or evidence of insurance as required by the Contract Documents, for any reason; or
- 9.1.4 the Contractor fails for any reason to provide the Authority with an acceptable renewal or replacement bond or letter of credit within the time period specified by a provision of this Contract; or
- 9.1.5 the Contractor shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any State thereof, or shall consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
- 9.1.6 the Contractor shall have a petition under any part of the Federal Bankruptcy laws, or an action under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or
- 9.1.7 there is any assignment by the Contractor of this Contract or any of Contractor's rights and obligations hereunder for which the Authority has not consented in writing; or
- 9.1.8 the Contractor shall default on any other agreement entered into by and between Contractor and the Authority,

GENERAL CONDITIONS (Continued)

then, in its discretion, the Authority shall have the right to terminate this Contract for default, which termination shall be effective upon delivery of written notice of such termination to the Contractor. In the event that the Authority terminates this Contract for default, or the Contractor abandons or wrongfully terminates the Contract, the Contractor shall be paid for compensation earned to the date of termination or abandonment (but Authority shall have the right to reduce by off-set any amounts owed to Contractor hereunder or under any other Contract or obligation by the amount of the Authority's damages and any amounts owed by Contractor to Authority), but Contractor shall not be compensated for any profits earned or claimed after the receipt of the Authority's notice of termination by default or after abandonment or wrongful termination. The Authority's election to terminate or not to terminate this Contract in part or whole for Contractor's default shall in no way be construed to limit Authority's right to pursue and exercise any other right or remedy available to it pursuant to the terms of the Contract or otherwise provided by law or equity.

- 9.2 Notwithstanding anything else herein contained, the Authority may terminate this Contract in whole or in part at any time for its convenience by giving the Contractor thirty (30) days written notice. In that event, the Contractor shall proceed to complete any part of the work, as directed by the Authority, and shall settle all its claims and obligations under the Contract, as directed by the Authority. The Contractor shall be compensated by the Authority in accordance with the provisions hereof, including in particular Section 2 of these General Conditions, provided, however, that in no event shall Contractor be entitled to compensation for work not performed or for anticipatory profits. Contractor shall justify its claims, as requested by the Authority, with accurate records and data.

10. AUTHORITY'S AUTHORIZED REPRESENTATIVE:

During the term of this Contract, the Authority's Chief Executive Officer or designee may from time to time designate an individual to serve as Authority's Authorized Representative (AAR) (and an Assistant AAR designated to serve in that capacity in the absence of the AAR) who shall have such authority to act on the Authority's behalf as the Authority's Chief Executive Officer may from time to time actually delegate to such person, 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.

11. ASSIGNMENT:

Neither this Contract nor any of the Contractor's rights or obligations hereunder may be assigned by the Contractor without the Authority's prior written consent, which consent may be granted or withheld in the Authority's sole discretion. Any transfer of this Contract by merger, consolidation or liquidation, or (unless the stock of the Contractor is traded on a national stock exchange or in a generally recognized over the counter securities market) any change in ownership 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 Authority's prior written consent, the Authority shall be entitled to terminate this Contract pursuant to the provisions of Section 9 hereof.

12. NOTICES:

- 12.1 All notices or other writings which the Authority is required or permitted to give to the Contractor may be hand delivered, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service to the Contractor's address set forth in the Bid. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service

GENERAL CONDITIONS (Continued)

for next day delivery to Contractor, or three (3) days following submission to Contractor by U.S. Certified Mail.

- 12.2 All notices or other writings which the Contractor is required or permitted to give to the Authority may be hand delivered to the Chief Executive Officer, mailed via U.S. Certified Mail, or sent next-day delivery by a nationally-recognized overnight delivery service. Any such notice shall be deemed to have been delivered upon actual delivery, or one (1) day following submission to a nationally-recognized overnight delivery service for next day delivery to Authority, or three (3) days following submission to Authority by U.S. Certified Mail. Any such notice shall be sent to:

The Greater Orlando Aviation Authority
ATTN: Chief Executive Officer
Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

- 12.3 Either party may change its notice address by written notice to the other given as provided in this section.

13. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

- 13.1 During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 13.1.1 **Compliance with Regulations.** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 13.1.2 **Non-discrimination.** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 13.1.3 **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 13.1.4 **Information and Reports.** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation

GENERAL CONDITIONS (Continued)

Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 13.1.5 **Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

13.1.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or

13.1.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

- 13.1.6 **Incorporation of Provisions.** The contractor will include the provisions of paragraphs 13.1.1 through 13.1.6 in every subcontract, including procurements of materials and leases of equipment, Required Contract Provisions Issued on January 29, 2016 Page 19 AIP Grants and Obligated Sponsors Airports (ARP) unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 13.2 The Contractor assures Authority that it will comply with the pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, marital status, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision shall bind the Contractor from the period beginning with the initial solicitation through the completion of the Contract.

14. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES:

- 14.1 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:
- 14.1.1 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);
- 14.1.2 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);
- 14.1.3 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);
- 14.1.4 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;
- 14.1.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

GENERAL CONDITIONS (Continued)

- 14.1.6 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);
- 14.1.7 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);
- 14.1.8 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;
- 14.1.9 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);
- 14.1.10 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;
- 14.1.11 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);
- 14.1.12 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).

15. 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.

16. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

All contracts and subcontracts 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. 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.

GENERAL CONDITIONS (Continued)

17. WHISTLE BLOWER REPORTING LINE:

The 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 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 Authority operations. Should Contractor suspect any fraud, waste or abuse in connection with any work under this Contract, including any work of its subcontractors or laborers, it shall promptly report such activity at (877) 370-6354, through email: GOAA@integritycounts.ca, or through the online reporting form at www.integritycounts.ca/org/GOAA. The Contractor shall include this reporting requirement in all subcontracts and vendor agreements. The Contractor is further encouraged to report any suspected fraud, waste or abuse it suspects in connection with any other airport operation or project.

18. COPYING DOCUMENTS:

Contractor hereby grants the Authority and its agents permission to copy and distribute any and all materials and documents contained in, comprising, or which are otherwise submitted to Authority with or in connection with the Contractor's Bid or which are contained in the Contract Documents (the "Submittals"). The permission granted by the Contractor shall be on behalf of the Contractor and any and all other parties who claim any rights to any of the materials or documents comprising the Submittals. Such permission specifically authorizes the Authority and its agents to make and distribute such copies of the Submittals or portions thereof as may be deemed necessary or appropriate by 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.

19. GENERAL PROVISIONS:

19.1 The Contract Documents consist of the Contract, the Bid Forms, the Instructions to Bidders, the Invitation for Bids, all Addenda issued prior to execution of this Contract, these General Conditions and the Specifications. Together, these documents comprise the Contract and all the documents are fully a part of the Contract as if attached to the Contract or repeated therein. Precedence of the Contract Documents shall be as follows: (i) addenda to the Contract Documents, (ii) the Contract, (iii) the General Conditions (iv) the Bid Forms, (v) the Instructions to Bidders, (vi) the Specifications, and (vii) the Invitation.

19.2 This Contract represents the entire agreement between the parties in relation to the subject matter hereof and supersedes all prior agreements and understandings between such parties relating to such subject matter, and there are no contemporaneous written or oral agreements, terms or representations made by any party other than those contained herein. No verbal or written representations shall be relied upon outside the Contract terms and amendments. Without exception, all deletions or additions to the scope of work will be set forth in a written amendment to this Contract. No amendment, modification, or waiver of this Contract, or any part thereof, shall be valid or effective unless in writing signed by the party or parties sought to be bound or charged therewith; and no waiver of any breach or condition of this Contract shall be deemed to be a waiver of any other subsequent breach or condition, whether of a like or different nature.

19.3 The Contractor shall, during the term of this Contract, repair any damage caused to real or personal property of the Authority and/or its tenants, wherever situated on the Airport,

GENERAL CONDITIONS (Continued)

caused by the intentional, reckless, or negligent acts or omissions of the Contractor's officers, agents, or employees, and any subcontractors and their officers, agents, or employees, or, at the option of the Authority, the Contractor shall reimburse the Authority for the cost of repairs thereto and replacement thereof accomplished by or on behalf of the Authority.

- 19.4 Contractor warrants to the Authority that no work performed or materials purchased pursuant to the Contract, whether by, from, or through the Contractor or a subcontractor, shall cause any claim, lien or encumbrance to be made against any property of the Authority, and the Contractor shall indemnify and save the Authority harmless from and against any and all losses, damages and costs, including attorneys' fees, with respect thereto. If any such claim, lien or encumbrance shall be filed, the Contractor shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. This provision shall survive the expiration or termination of the Contract.
- 19.5 The language of this Contract shall be construed according to its fair meaning, and not strictly for or against either the Authority or the Contractor. This Contract shall be deemed to be made, construed and performed according to the laws of the State of Florida. Any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of this Contract or any matter in connection therewith shall be brought exclusively in a court of competent jurisdiction in Orange County, Florida, and Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.
- 19.6 The section headings herein are for the convenience of the Authority and the Contractor, and are not to be used to construe the intent of this Contract or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.
- 19.7 The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.
- 19.8 The delay or failure of the Authority at any time to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, or covenants of this Contract. Contractor shall not be relieved of any obligation hereunder on account of its failure to perform by reason of any strike, lockout, or other labor disturbance.
- 19.9 If the Authority shall, without any fault, be made a party to any litigation commenced between the Contractor and a third party arising out of the Contractor's operations and activities at the premises, then the Contractor shall pay all costs and reasonable attorney's fees incurred by or imposed upon the Authority in connection with such litigation for all trial and appellate proceedings. The Authority shall give prompt notice to the Contractor of any claim or suit instituted against it by such third party. The provisions of this Section supplement and are not intended to be in lieu of the indemnification provisions of Section 5 hereof. The provisions of this Section shall survive the acceptance of the services and payment therefor, and the expiration or earlier termination of this Contract.
- 19.10 The Authority shall have the right to recover from Contractor all of the Authority's costs and expenses incurred in investigating noncompliance with or enforcing the provisions of this Contract including, but not limited to, (1) the cost of administrative investigation and enforcement (including, without limitation, audit fees and costs, attorneys' fees) and (2) the cost of any trial, appellate or bankruptcy proceeding (including, without limitation,

GENERAL CONDITIONS (Continued)

investigation costs, audit fees and costs, attorneys' fees, court costs, paralegal fees and expert witness fees). This provision shall survive the expiration or termination of the Contract.

- 19.11 The Contractor shall not during the term of the Contract knowingly hire or employ (on either a full-time or part-time basis) any employee of the Authority. Contractor's and subcontractor's employees while in uniform shall not loiter in the public areas of the Airport.
- 19.12 The Contractor shall be required, during the term of the Contract, at no additional cost to the Authority, to take such reasonable security precautions with respect to its operations at the Airport as the Authority in its discretion may from time to time prescribe. The Contractor shall comply with all regulations, rules and policies of any governmental authority, including the Authority, relating to security issues.
- 19.13 The Authority may, but shall not be obligated to, cure, at any time, upon five (5) days written notice to Contractor (provided, however, that in any emergency situation the Authority shall be required to give only such notice as is reasonable in light of all the circumstances), any default by the Contractor under this Contract; whenever the Authority so cures a default by the Contractor, all costs and expenses incurred by the Authority in curing the default, including, but not limited to, reasonable attorneys' fees, shall be paid by the Contractor to the Authority on demand.
- 19.14 Contractor is an independent contractor and nothing contained herein shall be construed as making the Contractor an employee, agent, partner or legal representative of the Authority for any purpose whatsoever. The Contractor acknowledges that it does not have any authority to incur any obligations or responsibilities on behalf of the Authority, and agrees not to hold itself out as having any such authority. Nothing contained in this Contract shall be construed to create a joint employer relationship between Authority and Contractor with respect to any employee of Contractor or of its subcontractors.
- 19.15 Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority's Chief Executive Officer or designee. Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books and records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Orange County, Florida, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Chief Executive Officer may require Contractor and subcontractors to provide other records to the Chief Executive Officer, in his or her sole discretion, deems

GENERAL CONDITIONS (Continued)

necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Contractor and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the Authority, Contractor shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the rate of eighteen (18%) percent per annum, or if less, the maximum rate of interest allowed by law, from the date such additional amounts were overpaid by the Authority.

- 19.16 Contractor and subcontractors shall prepare and provide the Authority with all detailed reports as required under the Contract on a timely basis. The Authority reserves the right to modify the reporting procedures or the form and content of any report as it deems necessary.
- 19.17 There are no third party beneficiaries to this Contract and nothing contained herein shall be construed to create such.
- 19.18 Time is of the essence for the performance of each of Contractor's obligations under this Contract.
- 19.19 In computing any period of time established under this Contract, except as otherwise specified herein the word "days," when referring to a period of time that is ten (10) days or less means business days, and when referring to a period of time that is more than ten (10) days means calendar days. The day of the event, from which the designated period of time begins to run shall not be included. A business day is any day other than Saturday, Sunday, or Federal, State of Florida or Authority holidays.
- 19.20 Contractor agrees to perform all acts and execute all supplementary instruments or documents which may be reasonably necessary to carry out or complete the transaction(s) contemplated by this Contract.
- 19.21 Authority reserves the right to further develop, improve, repair and alter the airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Contractor for loss of business or damages of any nature whatsoever to Contractor occasioned during the making of such improvements, repairs, alterations and additions, including, but not limited to, any damages resulting from negligence of the Authority or its employees, agents or contractors.

GENERAL CONDITIONS (Continued)

- 19.22 Contractor and Authority hereby mutually waive any claim against each other and their respective members, officials, officers, agents and employees for damages (including damages for loss of anticipated profits) caused by any suit or proceedings brought by either of them or by any third party directly or indirectly attacking the validity of this Contract or any part thereof, or any addendum or amendment hereto, or the manner in which this Contract was solicited, awarded or negotiated, or arising out of any judgment or award in any suit or proceeding declaring this Contract, or any addendum or amendment hereto, null, void or voidable or delaying the same, or any part thereof, from being carried out.
- 19.23 At the option of the Contractor, the products and/or services provided under the Contract resulting from this solicitation may be provided to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities under the same terms and conditions, including price, as such products and/or services are provided under this Contract. Each governmental agency allowed by the Contractor to purchase products and/or services in connection with this Contract shall do so independent of the Authority or any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods and services ordered, received and accepted by it. The Authority shall have no liability to Contractor or any governmental agency resulting from the purchase by that agency of products and/or services from Contractor in connection with this Contract.
- 19.24 The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefitting from Federal assistance. This Provision obligates the Contractor or its assigns, for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the Provision obligates the Contractor for the longer of the following periods: (a) the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Authority or any transferee retains ownership or possession of the property. In the case of a construction project, this Provision binds the Contractors from the Bid solicitation period through the completion of the Contract.
- 19.25 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 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 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 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 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

GENERAL CONDITIONS (Continued)

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 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 Authority under this Agreement. The provisions of this Section 19.25 shall survive the expiration or earlier termination of the Agreement.

19.26 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 AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to:

- 19.26.1 Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the service.
- 19.26.2 Upon request from the Authority's custodian of public records, provide the 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 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.
- 19.26.3 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 Authority.
- 19.26.4 Upon completion of the Contract, meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the 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

GENERAL CONDITIONS (Continued)

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 Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of the Authority.

19.26.5 If a Contractor does not comply with a public records request, the Authority shall enforce the Contract provisions in accordance with the Contract.

19.27 The Authority maintains an Automate People Mover ("APM") Systems Safety Program Plan ("APM-SSPP") that is in accordance with current Florida Department of Transportation Regulations. Should the scope and work of this Contract require the Contractor to perform services that are in direct proximity of the dynamic envelope of the APM system (typically 10' radius), including directly above the airspace of the tram guideway for the APM system, the Contractor must request a copy of the Authority's APM-SSPP, comply with the procedures within the APM-SSPP, and receive safety training and certification from the APM operator, prior to performing work within this area. All questions regarding this procedure, are to be referred to the AAR.

***** END OF GENERAL CONDITIONS *****

**SPECIFICATION FOR
AIR DUCTWORK CLEANING SERVICES**

Table of Contents

PART ONE – GENERAL

- 1.1 Scope of Work
- 1.2 Regulations
- 1.3 Work Hours
- 1.4 Contractor's Personnel
- 1.5 Identification and Access Requirement
- 1.6 Items Provided by the Authority
- 1.7 Tools and Equipment Required by the Contractor
- 1.8 Quality Assurance
- 1.9 Warranty
- 1.10 On-Site Communications

PART TWO – PRODUCTS

- 2.1 Materials

PART THREE – EXECUTION

- 3.1 Performance Requirements
- 3.2 Notification and Preparation
- 3.3 Cleaning Requirements
- 3.4 Fungicidal And Biocidal Agents And Coatings
- 3.5 Inspection and Approval
- 3.6 Additional Work
- 3.7 Use of Premises
- 3.8 Safety and Protection
- 3.9 Material Disposal

PART FOUR – COMPENSATION ADJUSTMENT

- 4.1 Deductions and Adjustments

SPECIFICATION

PART ONE - GENERAL

1.1 SCOPE OF WORK:

- 1.1.1 The Contractor shall provide all materials, labor, supervision, miscellaneous supplies, equipment, tools, chemicals, and all other accessories, services, facilities, activities necessary for the cleaning of the air ductwork systems, on an "as-needed" basis, throughout the Landside Terminal Building, Airsides, and other Authority buildings located at the Orlando International Airport ("OIA") in accordance with this Specification.
- 1.1.2 The ductwork includes any interior surface of the air distribution system for conditioned spaces and/or occupied zones. This shall include all heating, air-conditioning and the ventilation system(s) from the point(s) where the air enters a system to the point(s) where the air is discharged from a system. Services scope shall also include, but is not limited to, return air grilles, return air ducts to an air handling unit (AHU), interior surfaces of an AHU, mixing boxes, coil compartments, condensation drain pans, housings, reheat coils, fans, fan housings, fan blades, turning vanes, filters, filter housings, supply diffusers, and any other components of an air distribution system not specifically listed.

1.2 REGULATIONS:

- 1.2.1 The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 1.2.2 The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 1.2.3 Contractor shall comply with the latest Standards, Guidelines, Practice for Inspection and Maintenance of Commercial Building HVAC Systems from the American National Standard Institute (ANSI), American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) and Air Conditioning Contractors of America (ACCA).
- 1.2.4 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 Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- 1.2.5 During the performance of this Contract, Contractor shall keep current and, if requested by the 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.

SPECIFICATIONS (Continued)

1.3 WORK HOURS:

- 1.3.1 Standard Work Hours - Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding Authority's observed holidays. The Authority may require the Contractor to perform work during Non-standard Work Hours which are outside the Standard Work Hours. Non-standard Work Hours may be arranged with prior written approval of the AAR. Contractor shall advise AAR forty-eight (48) hours in advance of its projected work schedule. Contractor shall perform no work during Authority observed holidays without the prior written permission of the AAR.
- 1.3.2 Respond Time for Regular Service Calls - The Contractor shall respond verbally by telephone to a written request by the AAR within twenty-four (24) hours of receiving the request, and shall commence on-site repair or replacement services within forty-eight (48) hours from the time AAR's written request is received by the Contractor.
- 1.3.3 Respond Time To Emergency Call Services - Contractor shall physically respond to emergency call services within two (2) hours of notification if any of Contractor's technicians are on site. Contractor shall physically respond to emergency call services within four (4) hours at all other times, seven (7) days per week, 365 days per year.
- 1.3.4 Emergency Conditions - In the event an emergency condition is declared by the Authority's Chief Executive Officer, Chief Operating Officer, Director of Maintenance or their respective designees, the Contractor will perform work during such hours as specified by the Authority.
- 1.3.5 Sign-In and Sign-Out Log - The Contractor's personnel shall, upon arrival, check-in with the Central Plant Operator (Operator) at 407-825-4000, and advise the Operator where they will be working and which air duct cleaning they will be working on. Upon completion of the work, the Contractor's personnel shall check-out with the Operator.
- 1.3.6 Reimbursable Charges – Charges will be for actual hours worked on the Authority's site when reporting in and out of the Central Plant. Contractors invoice time must match the Contractors sign in/out log in Central Plant. Time required for travel to and from the Authority's site is not eligible for reimbursement. Such time should be included in the Contractor's overhead cost.

1.4 CONTRACTOR'S PERSONNEL:

- 1.4.1 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.
- 1.4.2 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.

SPECIFICATIONS (Continued)

- 1.4.3 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.
- 1.4.4 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 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 Authority, if requested.
- 1.4.5 Contractor shall transfer promptly from the airport any employee or employees that the Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Authority; but in no event shall Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- 1.4.6 The Contractor's employees shall be instructed that no gratuities shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons at Orlando International Airport. The Contractor shall be responsible for ensuring that all articles found by its employees on Authority's premises are turned over to the Authority or the Authority's designated agent in charge of such articles.
- 1.4.7 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 Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- 1.4.8 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.
- 1.4.9 The Contractor shall provide an adequate number of skilled technician who are thoroughly trained and experienced in providing services of the types that are the subject of this specification and have at least one (1) technician on-site at all times during performance of the services that is either certified as an Air System Cleaning Specialist (ASCS) by NADCA or certified by a nationally recognized certification program in the cleaning of HVAC systems.
- 1.4.10 Each certified technician shall:
 - 1.4.10.1 Be licensed in the State of Florida as either a Class "B" Air Conditioning Contractor, or a Class "A" Air Conditioning Contractor or a Mechanical Contractor.
 - 1.4.10.2 Be approved in writing in advance by the AAR.

SPECIFICATIONS (Continued)

- 1.4.10.3 Have extensive knowledge and a minimum of three (3) year experience in the cleaning of the air ductwork systems.

1.5 IDENTIFICATION AND ACCESS REQUIREMENT:

- 1.5.1 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 under Section 1.5.7 below to sign the 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 Authority. Each background check shall be performed to the following minimum requirements:
 - 1.5.1.1 Each employee must provide a ten (10) year work history.
 - 1.5.1.2 Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
 - 1.5.1.3 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.
- 1.5.2 Contractor shall not present any Contractor Responsible Employee to the 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.
- 1.5.3 The Authority will issue, for a fee, as stated below in Sections 1.5.4 and 1.5.5, 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 Authority's guidelines. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the 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 Authority. The Contractor shall maintain, and shall require its subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Authority, TSA, or

SPECIFICATIONS (Continued)

such other entity as deemed appropriate by the 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.

1.5.4 Fees Associated with Identification Badges:

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

1.5.5 Fees Associated with Keys:

New Hard Key	\$10.00
Lost Hard Key	\$50.00

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

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

1.5.7 Contractor must co-sign with the subcontractor all badge applications for any employee of a temporary employment agency engaged as a subcontractor to provide personnel to Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Authority's 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.

SPECIFICATIONS (Continued)

1.6 ITEMS PROVIDED BY THE AUTHORITY:

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

1.7 TOOLS AND EQUIPMENT REQUIRED BY THE CONTRACTOR:

- 1.7.1 The Contractor shall be solely responsible for furnishing all tools, supplies, equipment and all other items necessary to perform the work under this Specification.
- 1.7.2 The Authority reserves the right to inspect and approve any and all tools, equipment or apparatus prior to Contractor's use of such on Authority's premises.
- 1.7.3 The Contractor's equipment used on Authority's premises shall be maintained in an operable condition at all times and the Contractor shall ensure that such equipment is operated in compliance with proper safety procedures and practices. If the AAR determines, in its sole discretion, that a piece of Contractor's equipment is un-presentable, leaking, or in poor working condition, the Contractor shall promptly remove such equipment from the premises and replace it with equipment that meets the AAR's approval.
- 1.7.4 The Contractor shall maintain, at its sole cost and expense, reasonable amounts of insurance to protect against losses due to theft, vandalism or similar events, which might result in damage or loss of Contractor's equipment, materials, tools, supplies, or chemicals.

1.8 QUALITY ASSURANCE:

- 1.8.1 Contractor shall provide certifications, as described in Section 1.4.9, for each of the technicians prior to commencement of work.
- 1.8.2 The Contractor shall perform all maintenance and repair services in accordance with industry standards and any applicable manufacturer's instructions so that each manufacturer's warranty is not in any way voided.
- 1.8.3 Only technicians pre-approved by the AAR shall be badged and allowed on-site to perform maintenance and repair activities.
- 1.8.4 The Contractor shall perform the Services in accordance with industry standards and any applicable standards and guidelines as set forth by the National Air Duct Cleaners Association (NADCA), the Environmental Protection Agency (EPA), the Indoor Air Quality Association (IAQA), and/or this specification.

1.9 WARRANTY:

- 1.9.1 Contractor warrants replacing at no additional cost to the Authority, any item that is damaged as a result of Contractor's error or neglect, reckless, or intended act or omission. Contractor-provided parts and components that develop defects during the

SPECIFICATIONS (Continued)

installation or warranty period shall also be replaced without additional cost to Authority.

- 1.9.2 The Contractor warrants for a period of one (1) year following the performance of services or repairs, all labor, parts and components supplied by the Contractor. This warranty shall not serve as a limitation on Contractor's liability for latent defects in any part or workmanship. In addition, the Contractor shall provide to the AAR, all manufacturers' product warranties for parts and material installed at the Authority.
- 1.9.3 Upon request, a copy of all manufacturers' warranties shall be provided to the AAR for any and all bench stock, parts or inventory installed and/or placed into use by the Contractor in the performance of these services

1.10 ON-SITE COMMUNICATIONS:

The Contractor shall provide communication for its personnel, at its sole cost including all maintenance costs for cell phones while on-site to communicate with the AAR.

PART TWO - PRODUCTS

2.1 MATERIALS PROVIDED BY CONTRACTOR:

Contractor provided materials shall include:

- 2.1.1 Fungicidal Protective Coating: that shall be suitable for use on the interior of HVAC duct systems and shall exhibit the following attributes:
 - 2.1.1.1 Shall be a polyacrylate copolymer emulsion based product.
 - 2.1.1.2 Shall be EPA registered.
 - 2.1.1.3 Shall have a minimum warranty of ten (10) years.
 - 2.1.1.4 (Ref: "Foster® 40-20™" as manufactured by Specialty Construction Brands, Inc., 315 South Hicks Road, Palatine, IL 60067, Phone (847) 358-9500, or an equivalent alternate product approved by the AAR.).
- 2.1.2 Miscellaneous Materials - The Contractor shall provide all other miscellaneous materials and accessories, including but not limited to, biocidal agents, biocidal coatings, and other sprays that are necessary for the completion of the Services specified herein.
- 2.1.3 All repair, replacement and obsolete parts shall be new Original Equipment Manufacturer parts. In the event that a part has been deemed obsolete by the manufacturer, the Contractor may substitute a third party part of the same or higher quality with written permission of AAR.
- 2.1.4 The Contractor shall provide any and all parts necessary for approved repair work that is outside of the scope of this Contract. For work to be performed that is outside of the scope of this Contract, a written quote must be presented to the AAR and approved prior to performing the repairs. The amount quoted shall be determined by the hourly rates and the mark up for parts, materials and equipment rental set forth in the Bid Pricing Pages and the actual cost of parts.

SPECIFICATIONS (Continued)

- 2.1.5 The Authority will reimburse the Contractor for freight and shipping charges incurred when obtaining repair parts and components for reimbursable items as listed in Attachment "A"; however, the cost of expedited delivery must be approved in advance by the AAR. A copy of the original receipt for purchase of parts or components shall be submitted with the invoice.

PART THREE - EXECUTION

3.1 PERFORMANCE REQUIREMENTS:

- 3.1.1 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 Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.
- 3.1.2 Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with AAR.
- 3.1.3 Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- 3.1.4 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.

3.2 NOTIFICATION AND PREPARATION:

- 3.2.1 The AAR will contact the Contractor when service is required. The Contractor shall coordinate with the AAR to schedule the services in accordance with Section 1.3 of this Specifications.
- 3.2.2 Upon arrival at the work site, the Contractor shall shut down the affected mechanical system and will be allowed to shut down any affected smoke detectors as well during the performance of the services. (Note: In addition, security systems and/or protocols may be altered while services are being performed.)
- 3.2.3 The Contractor shall visually inspect the mechanical system to determine the appropriate methods, tools, and equipment required to satisfactorily complete the services on the affected system.
- 3.2.5 Any damaged system components or areas in need of repair discovered during this inspection shall be documented and Contractor shall notify the AAR in writing.
- 3.2.6 The Contractor shall insure that any such inspections will be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is

SPECIFICATIONS (Continued)

suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, the Contractor shall implement appropriate environmental engineering control measures.

- 3.2.7 The Contractor shall then provide the AAR a written estimate for the services requested. Such services shall not commence until the Contractor receives written authorization from the AAR.

3.3 CLEANING REQUIREMENTS:

- 3.3.1 Containment: The Contractor shall insure the debris removed during the cleaning process shall be collected and precautions taken to ensure that debris is not otherwise dispersed outside the affected mechanical system during the cleaning process.

- 3.3.2 Particulate Collection: When particulate collection equipment is exhausting inside a building, HEPA filtration with a minimum of 99.97% collection efficiency for 0.3 micron size (or greater) particles shall be used. When the particulate collection equipment is exhausting outside a building, mechanical cleaning operations shall be undertaken only with particulate collection equipment in place, including adequate filtration to contain debris removed from the affected mechanical system. Precautions shall be taken to locate the equipment downwind and away from all air intakes and other points of entry into the building.

- 3.3.3 Controlling Odors: The Contractor shall take measures to control odors and/or mist vapors during the cleaning process.

- 3.3.4 Component Cleaning: The Contractor shall utilized cleaning methods such that system components shall be visibly clean as defined by NADCA Standards. Upon completion, all components must be returned to settings recorded just prior to the start of the cleaning operation.

- 3.3.5 Air Volume Control Devices: The Contractor shall insure that dampers and any other air-directional devices inside the affected system shall have their positions marked prior to the start of cleaning and, upon completion, shall ensure that they are restored to their original marked position upon completion of cleaning.

- 3.3.6 Service Openings: The Contractor shall utilize existing service openings at various point of the affected system for physical and mechanical entry, inspection, and cleaning.

- 3.3.6.1 Other openings may be created where needed, however, they must be created so they can be sealed closed in accordance with industry codes and standards. Any such openings shall not compromise the integrity of the affected system.

- 3.3.6.2 Closures must not significantly hinder, restrict, or alter the airflow within the system and shall be properly insulated to prevent heat loss/gain or condensation on surfaces within the affected system.

- 3.3.6.3 Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and any applicable NFPA, SMACNA, and/or NADCA Standards.

SPECIFICATIONS (Continued)

- 3.3.6.4 The creation of openings in flexible duct is not permitted. Flexible ducts shall be disconnected at the end(s) as needed to perform the services.
- 3.3.6.5 Rigid fiberglass duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques that comply with UL Standard 181 or UL Standard 181a will be acceptable for rigid fiberglass duct system closures.
- 3.3.6.6 Any service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to the AAR.
- 3.3.7 Ceiling Tile and Ceiling Tile Areas: The Contractor may remove and re-install ceiling tiles and ceiling tile areas as needed to perform the services.
- 3.3.8 Air Distribution Devices: Air distribution devices, including, but not limited to registers, grilles, and diffusers, shall be cleaned by the Contractor.
- 3.3.9 Air Movement Units: Air movement units, including, but not limited to air handling units (AHU), terminal units (VAV, Dual Duct Boxes, etc.), blowers, and exhaust fans shall be thoroughly cleaned by the Contractor as follows:
 - 3.3.9.1 All visible surface contamination deposits shall be removed in accordance with NADCA standards from all components including, but not limited to blowers, coils, evaporator fins, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, vanes, shafts, baffles, dampers, drive assemblies, condensation collectors, drains, and any other internal surfaces not specifically identified.
 - 3.3.9.2 The Contractor shall assure that a suitable operative drainage system is in place prior to beginning wash down procedures.
- 3.3.10 Duct Systems: The Contractor shall:
 - 3.3.10.1 Create service openings in a system as necessary in accordance with Section 3.3.6 to the extent necessary to accommodate cleaning of otherwise inaccessible areas.
 - 3.3.10.2 The Contractor shall mechanically clean and remove all visible contaminants to the extent that the system shall be capable of passing the Cleaning Verification Test requirements of the NADCA standards.
- 3.4 FUNGICIDAL AND BIOCIDAL AGENTS AND COATINGS:
 - 3.4.1 The Contractor shall apply fungicidal protective coating to the internal insulation and metal components (except the evaporator coil and drain pan) in accordance with ASTM-E-24 standards at a square foot coverage rate that exceeds the manufacturer's specifications.
 - 3.4.2 Biocidal agents shall not be applied until surfaces are fully cleaned in accordance with Section 3.3.

SPECIFICATIONS (Continued)

3.5 INSPECTION AND APPROVAL:

- 3.5.1 The AAR and Contractor shall conduct an inspection of a work site after mechanical cleaning and prior to application of any fungicidal or biocidal agents or coatings for the purpose of verifying that no visible contaminants are present.
- 3.5.2 In addition to the visual verification, the Authority reserves the right to further verify the cleanliness through surface comparison testing or through a vacuum test performed in accordance with NADCA standards.
- 3.5.3 Any such vacuum test shall be performed by a qualified third party fully experienced in testing of this nature. The Authority will bear the cost of this testing, if required.
- 3.5.4 Any deficiencies (i.e., visible contaminants in a system) noted during an inspection shall be corrected before final acceptance.

3.6 ADDITIONAL WORK:

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

3.3 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 Authority.

3.4 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.

3.7 MATERIAL DISPOSAL:

Contractor shall comply with all applicable federal, state and local laws, regulations, administrative rulings, orders, ordinances, and requirements, and Authority Sustainability Management Plan, pertaining to the protection of the environment, including but not limited to those regulating the use, storage, handling and disposal of materials, and other hazardous waste materials. The Authority Sustainability Management plan is available for download at the Authority's website at <https://orlandoairports.net/site/uploads/2015/07/SustainabilityManagementPlan.pdf> Disposal records shall be provided to the Authority.

SPECIFICATIONS (Continued)

PART FOUR – DEDUCTIONS AND ADJUSTMENTS

4.1 DEDUCTIONS AND ADJUSTMENTS

All deductions indicated below are in addition to any other penalty or fine that may be imposed by other agencies or authorities and does not limit any other remedies provided in these Contract documents, including termination.

- 4.1.1 The violation of any Authority Safety/Security policy may be subject to a deduction up to five hundred dollars (\$500) per incident, at the discretion of the Authority.
- 4.1.2 Failure of Contractor to respond to a service call in accordance with the requirements of Section 1.4.4 of this Specification or the response requirements of any other Specification or in the event Contractor is found to be in noncompliance with any other Contractual requirement described herein and has not complied within a reasonable time once said item is brought to the attention of Contractor, may result in a deduction up to five hundred dollars (\$500) per incident, at the reasonable discretion of the AAR.

* * * * * END OF SPECIFICATIONS * * * * *