

GOAA DATE 8/18/2021
ITEM NO. 12-N
DOCUMENTARY # 101150



GREATER ORLANDO AVIATION AUTHORITY

PURCHASING CONTRACT 21-21

DAIKIN/McQUAY CHILLER MAINTENANCE SERVICES

BETWEEN

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

AND

Daikin Applied Americas, Inc.
13600 Industrial Park Blvd
Minneapolis, MN 55441

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1.0 GENERAL INFORMATION

1.1 Intent/Purpose

- a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is requesting the Contractor to provide Daikin/McQuay Chiller Maintenance Services. The Contractor must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.
- b. This Contract does not includes a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB) / Veteran Business Enterprise (VBE) participation requirement.

1.2 Pricing

Contractor's prices shall remain firm for the duration of the initial term of the Contract. Any anticipated increases in the Contractor's costs during the initial term of the Contract must be reflected in its prices. The Aviation Authority shall not be obligated to renegotiate or increase any price for any work during the initial term of the Contract based on a Contractor's mistake or miscalculation of prices, underestimation of costs, or for any other reason. All of the Contractor's overhead costs, including, but not limited to, costs of required bonds and insurance coverages, shall be included in such Contractor's prices.

1.3 Contract Period/Initial Term

- a. The Contract period will be for **sixty (60) months** with the **Initial Term** to commence on or about **September 1, 2021**, and with the Aviation Authority having options to renew the Contract **for two (2) additional periods of one (1) year each**.
- b. The option years compensation will be based on the annual unit prices. If the parties cannot successfully negotiate pricing for any renewal option year, the 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 fifty-fourth (54th) month of the Contract term exceeds the CPI in effect as of the end of the forty-second (42nd) 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 sixty- sixth (66th) month of the Contract term exceeds the CPI in effect as of the end of the fifty-fourth (54th) month of the Contract term.

1.4 Public Meetings/Public Records

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

1.5 Code of Ethics and Business Conduct Policy

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

2.0 SPECIAL CONDITIONS

2.1 Surety Bonds/Letters of Credit/Liability Insurance

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

- a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Contractor shall furnish to Aviation Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Aviation Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the Initial Term of the Contract in a penal sum equal to **Seven Hundred Fifty Thousand Dollars (\$750,000)**.
- b. The Contractor may elect to provide Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Seven Hundred Fifty Thousand Dollars (\$750,000)** and issued on Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Contractor shall provide Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term** after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Aviation Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.
- c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .
- d. Except as provided in this Performance Bond Section, the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Bid Documents. The Contractor shall, **at least sixty (60) calendar days prior to the date** on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal of the Letter of Credit that complies with the requirements of this Contract.

- e. If the Contractor is required to provide any renewal of the Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall, at the discretion of the Aviation Authority, calculate the penal sum/amount (the "Amount") of any such Replacement as follows:
- 1) If the Renewal is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.
 - 2) If the Replacement Performance Bond is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.
 - 3) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.
 - 4) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).

- f. Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section constitutes a default under the terms of this Contract and, in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Aviation Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Aviation Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.
- g. Surety Bonds delivered to Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:
- 1) Bid Bonds provided to the Aviation Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Aviation Authority, or on a form substantially the same as Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.
 - 2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value of \$500,000.00 or less shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;
 - b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and
 - c) Is otherwise in compliance with the provisions of the Florida Insurance Code.
 - 3) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of \$500,000.00 shall be duly issued by an insurer or corporate surety which:
 - a) Is authorized to conduct insurance business in the State of Florida;

- b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and
 - c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.
 - d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by Aviation Authority, but only if approved by Aviation Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.
- h. Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.
- i. In the event that Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 8 of the General Conditions, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.
- j. Letters of Credit shall be issued by a bank with an office located in the State of Florida and reasonably acceptable to the Aviation Authority's Chief Executive Officer or designee.

2.2 Insurance Requirements

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

a. Commercial General Liability and Automobile Liability:

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

than **Five Million Dollars (\$5,000,000)** per occurrence, for AOA access;
and

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

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

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

c. **Professional/Errors & Omissions Liability Insurance. Not applicable.**

d. **Garage Liability Insurance. Not applicable.**

e. **Garagekeepers Insurance. Not applicable.**

f. **Crime Coverage. Not applicable.**

g. **Pollution/Environmental Liability Insurance.**

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

h. **Cyber/Privacy Liability Insurance. Not applicable.**

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

- 1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding \$10,000, if the value of the Contract is less than \$1,000,000, and not be subject to a self-insured retention or deductible exceeding \$100,000, if the Contract is \$1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.
- 2) Insurance policies shall be primary insurance and not contributory to any other valid insurance Aviation Authority may possess, and that any other insurance Aviation Authority does possess shall be considered excess insurance only.
- 3) Insurance shall be carried with an insurance company or companies be currently authorized to conduct insurance business in the State of Florida, and must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating and said policies shall be in a form acceptable to Aviation Authority.
- 4) Any liability insurance maintained by Contractor written on a claims-made form basis will maintain coverage for a period of time determined by Aviation Authority to be appropriate to cover claims made after the Contractor has concluded its services to Aviation Authority.
- 5) All insurance required for this Contract shall contain a waiver of subrogation clause, as allowed by law, in favor of Aviation Authority and the City of Orlando.
- 6) A properly completed and executed Certificate of Insurance on a form provided or approved by Aviation Authority (such as a current ACORD form) evidencing the insurance coverages required by this Section shall be furnished to the Aviation Authority upon the Notice of Intent to Award of the Contract and each renewal thereafter during the term of this Contract and its renewal/extension. Contractor acknowledges that any acceptance of Certificate of Insurance by Aviation Authority does not waive any obligations herein this Contract.
- 7) The Aviation Authority is currently Contracted with a third party for the management of all insurance certificates related to Aviation Authority Contracts. Contractors who enter into a Contract with the Aviation Authority will be contacted directly by the third party vendor for insurance certificates and related matters such as expired certificates. An introductory letter will be sent instructing each Contractor of the proper procedures for processing updated insurance certificates as well as any other insurance related matter that may arise over the term of the

Contract. Contractors will respond as directed in the introductory letter as well as any further instructions they may receive.

- 8) The Contractor shall provide the Aviation Authority immediate written notice of any adverse material change to the Contractor's required insurance coverage. For purposes of this Insurance Section, an "adverse material change" shall mean any reduction in the limits of the insurer's liability, any reduction of any insurance coverage, or any increase in the Contractor's self-insured retention and any non-renewal or cancellation of required insurance.
- 9) If any insurance coverage is canceled or reduced, Contractor shall, within forty-eight (48) hours remit to Aviation Authority a Certificate of Insurance showing that the required insurance has been reinstated or replaced by another insurance company or companies acceptable to Aviation Authority. If Contractor fails to obtain or have such insurance reinstated, Aviation Authority may, if it so elects, and without waiving any other remedy it may have against Contractor, immediately terminate this Contract upon written notice to Contractor.
- 10) The Aviation Authority's Chief Executive Officer shall have the right to alter the monetary limits or coverages herein specified from time to time during the term of this Contract, and Contractor shall comply with all reasonable requests of the Chief Executive Officer with respect thereto.

2.3 Verification of Employment Status

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

2.4 Identification and Access Requirements

- a. Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor for whom Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:
- b. Each employee must provide a ten (10) year work history.
- c. Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).
- d. Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.
- e. Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.
- f. The Aviation Authority will issue, for a fee, as stated below to all Contractor Responsible Employees an identification badge that will display their picture, name, and other applicable information; and any key(s) required in the performance of the Contract, provided that such person meets the minimum criteria established to receive a badge. At all times while on airport property, the Contractor Responsible Employees are required to display such badges prominently on their uniforms in accordance with Aviation Authority's guidelines. Every new employee requiring unescorted access to a secure area of the airport must be electronically processed by the Aviation Authority's Access Control Office for a Criminal History Records Check and Security Threat Assessment before an identification badge is issued. In addition to this records check, the employee will be required to attend security training class (approximately 1 hour), and in the case of operating a vehicle on the Airport Operating Area (AOA) the employee will also be required to attend a driving safety class (approximately 1 hour); both training classes are provided by the Aviation Authority. The Contractor shall maintain, and shall require its

Subcontractors to maintain, a permanent record in its files of the background information, including drug screening tests, on all current and former employees who are utilized in the performance of this Contract and, when requested, shall provide such information to Aviation Authority, TSA, or such other entity as deemed appropriate by the Aviation Authority. The Contractor further agrees to perform, or require its Subcontractors to perform, such additional employee background checks, fingerprinting, or other identification measures as may be required by any future security rules or applicable federal regulations.

g. Fees Associated with Identification Badges and Keys

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

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

- h. Contractor must maintain all information described above for a period of four (4) years following expiration of this Contract. Such information is subject to audit by the Aviation Authority and must be sufficient in scope and detail to permit verification of compliance by Aviation Authority audit. Actual damages to the Aviation Authority resulting from a breach by Contractor of its obligations hereunder will be difficult or impossible to determine. As a result, Aviation Authority shall be entitled to recover liquidated damages of \$250.00 for every Contractor Responsible Employee presented to the Aviation Authority for access control badging (a) for whom the above background check has not been completely and accurately performed, or (b) who should not have been presented per the above guidelines. The amount payable hereunder by Contractor is not a penalty, is in addition to any access control badging application fee paid by the employee and is payable whether or not such employee is issued an access control badge by the Aviation Authority.
- i. Contractor must co-sign with the Subcontractor all badge applications for any employee of a temporary employment agency engaged as a Subcontractor to provide personnel to Contractor on this Contract. All employees provided by temporary employment agencies for this Contract shall be Contractor Responsible Employees. Before submitting a badge application for an

employee provided on this Contract by a temporary employment agency, Contractor or the temporary employment agency must submit to the Aviation Authority's Authorized Representative (AAR) for prior approval of such employee, a Contract between the temporary employment agency and such employee reflecting an intended assignment of such employee to the Contract for the remaining duration of the Contract or the duration of the Contractor's need for such position.

2.5 Airport Security

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

2.6 Performance/Invoicing

- a. The Aviation Authority shall, at regular intervals, monitor the performance of Contractor to determine whether the work to be performed under the Contract has in fact been accomplished to Aviation Authority's satisfaction and/or completed in a timely manner.
- b. The Aviation Authority shall notify the Contractor of any specific services that are unsatisfactory to the Aviation Authority, and if the Contractor has not addressed such item or items set forth in the notice to the Aviation Authority's satisfaction within the time frame set forth in the Aviation Authority's notice, the Aviation Authority in addition to all other rights provided under this Contract or by law or equity, may either remedy such unsatisfactory services itself or through a third party and the cost of providing the remedial services shall be deducted from the Contractor's invoice.
- c. The Aviation Authority shall pay the undisputed amount of Contractor's invoice per The Florida Prompt Act. Items in dispute shall be paid upon the resolution of the dispute in accordance with the Florida Prompt Payment Act.
- d. Contractor shall be obligated to pay promptly all proper charges and costs incurred by Contractor for labor and materials used for the work performed hereunder. The Aviation Authority shall have the right, but not the obligation, to pay directly to third parties (including Subcontractors) all past due amounts owed by Contractor to third parties for labor and materials used for the work hereunder, based on invoices submitted by such third party, and all such amounts paid by the Aviation Authority shall be applied toward, and shall reduce, amounts owed to Contractor hereunder.
- e. The Contractor shall submit all invoices to: Greater Orlando Aviation Authority, Finance Manager, P.O. Box 620125, Orlando, Florida 32862-0125. Invoices may be sent electronically to accounts payable goaa-ap@goaa.org

3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 General

a. Scope of Work:

- 1) The Contractor shall provide all management, maintenance and repair services for sixteen (16) Daikin/McQuay chillers including all related components associated with electrical starter panels and variable frequency drives located in the Central Energy Plants. The work to be performed by the Contractor includes, but is not limited to, labor, supervision, training, testing, technical services, consulting services, repair, replacement of obsolete parts, parts, necessary materials and supplies, equipment, tools (including any necessary special tools and equipment), chemicals (excluding refrigerants) and all other accessories, services, facilities, activities, and procedures at the Orlando International Airport ("OIA") in accordance with this section.
- 2) The Contractor shall refer to Exhibit "3.5" for Equipment locations and which Equipment the Contractor shall perform maintenance services on for Year 1, Year 2, Year 3, Year 4 and Year 5.
- 3) The equipment and systems (the "Equipment") listed on Exhibit "3.5" may be modified, removed or expanded by the Aviation Authority at any time during the term of the Contract. The Aviation Authority may also add new McQuay chiller equipment and/or related components to the scope of this Contract at any time during the Contract term (which added equipment shall be included in the definition of the term "Equipment"). Any such changes shall be documented in writing by the Aviation Authority's Authorized Representative ("AAR"). The Aviation Authority and the Contractor agree to negotiate in good faith an adjustment to the Monthly Fixed Price in the event of any modification, removal or expansion of the Equipment to be serviced by Contractor hereunder. In addition, the Aviation Authority reserves the right, upon mutual agreement of Contractor, to add to this Contract the maintenance of other Aviation Authority chillers and related components.
- 4) The Contractor shall be responsible for the proper execution of the maintenance and repair work specified herein. Contractor shall also perform other mechanical services as directed by Aviation Authority.
- 5) In addition to Paragraph 3) above, Contractor's obligations shall be to ensure, without limitation, scheduled and/or routine inspection, maintenance and repair of the chiller systems and electrical starters in order to mitigate and reduce breakdowns, prolong life expectancy of the system, minimize system downtime, enhance system performance and repair and/or replace system parts that fail or malfunction. Contractor shall ensure continuous operation of all sixteen (16) Daikin/McQuay

chillers, twenty-four (24) hours per day throughout the duration of this Contract.

- 6) The Contractor shall be responsible for proper submittal of all invoices and backup documentation for all services.

b. Regulations:

- 1) The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.
- 2) The Contractor shall obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations, for the proper execution of the work specified herein.
- 3) Contractor shall comply with Federal and State right-to-know laws if hazardous materials are used. The SDS (Safety Data Sheets) shall be made available to all workers and Aviation Authority's representatives. Contractor shall report immediately to the AAR any spillage or dumping of hazardous materials on Aviation Authority property. The Contractor shall also be responsible for the cleanup and any costs incurred for all such incidents.
- 4) During the performance of this Contract, Contractor shall keep current and, if requested by the Aviation Authority, provide copies of any and all licenses, registrations or permits required by applicable governing agencies. Contractor shall keep a copy of any and all licenses, registrations and permits on the job site while performing the Contract work.

c. Work Hours:

- 1) Standard Work Hours: Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 7:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays.
- 2) Non-Standard Work Hours: Any work performed outside the Standard Work Hours which are between 7:01 p.m. – 6:59 a.m., or on Saturday, Sunday, or Aviation Authority's observed holidays shall be consider work performed during Non-Standard Work Hours. No work shall be done on weekends or Aviation Authority holidays, without the prior permission of the AAR. The Contractor shall give the Authority sufficient advance notice to request work during Non-Standard Aviation Authority's Work Hours to allow the Aviation Authority to assess the impact that such activities would have on the area's normal scheduled operations.

- 3) Emergency Condition: In the event of an emergency condition is declared by the Aviation Authority's Chief Executive Officer, Chief Administrative Officer, Director of Maintenance or their respective designees, the Contractor will perform work during such hours as specified by the Aviation Authority and shall be paid as Non-Standard hours.
- 4) Sign-In and Sign-Out Central Plant: Contractor's personnel shall physically check-in when arriving at a work site, and physically checkout prior to departing from a work site with the AAR by signing the Contractor's sign in log at the Aviation Authority's Central Plant. The Central Plant is located at the west end of Level 1 of the terminal or the Maintenance Administration Building. The Central Plant number is (407) 825-4000. Contractor's technicians shall advise the Central Plant Operator which areas they will be servicing. Contractor is required to keep the AAR and Central Plant Operators aware of all ongoing services related to this Contract, as well as the condition of all applicable Equipment. Upon completion of the work, the Contractor's technician shall sign out before leaving the premises. Contractor must log-out from the same location at which Contractor logs-in.
- 5) Respond Time: Contractor shall be on call twenty-four (24) hours per day, seven (7) days per week, and shall respond to request for repair service within thirty (30) minutes during standard working hours and shall be on-site within two (2) hours for any service call identified as critical (major system failure due to malfunction, lightning, electrical surges, or life safety related issues). Contractor shall respond within two (2) hours during non-standard working and shall be on-site within four (4) hours for non-critical emergencies. Requests for Emergency Response shall be originated through the Airport's Central Plant/Dispatch office.
- 6) Actual Charges: Charges will be for actual hours worked on the Aviation Authority's site when reporting in and out the Central Plant or the Maintenance Administration building. 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.

d. Contractor's Personnel:

- 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.

- 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.
- 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.
- 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 Aviation Authority's premises prior to such employee having tested negative for drugs. In addition, existing employees of the Contractor must be subject to drug testing by the Contractor upon reasonable suspicion of drug use. Results of all such drug tests are to be retained by the Contractor. Copies shall be provided to the Aviation Authority, if requested.
- 5) Contractor shall transfer promptly from the airport any employee or employees that the Aviation Authority advises are not satisfactory, and replace such personnel with employees satisfactory to the Aviation Authority; but in no event shall Aviation Authority be responsible for monitoring or assessing the suitability of any employee or agent of Contractor.
- 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 "lost and found" articles found by its employees on Aviation Authority's premises are turned over to the Aviation Authority or the Aviation Authority's designated agent in charge of such articles.
- 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 Aviation Authority's premises shall have the Contractor's business name and/or logo prominently displayed on both front doors of such vehicle.
- 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.

9) Staffing:

- a) Have vast knowledge of the operation and maintenance of large Central Energy Plants, comparable to the Central Plants at the Orlando International Airport, including operation, maintenance and repair of large and centrifugal chillers.
- b) Be approved in writing in advance by the AAR.
- c) Have factory certifications for Daikin/McQuay centrifugal type chillers with Microtech 2 Control Centers.
- d) Be certified on Chiller Theory and Compressor Repair.
- e) Provide documentation of training on multiple refrigerant types.
- f) Provide documentation of training of technicians by Original Equipment Manufacturer (OEM), describing type of training, hours of trainings and dates.
- g) Have extensive knowledge and a minimum of three (3) years experience in the maintenance and repairs for each type of chiller including compressor disassembly and re-assembly and the ability to perform software upgrades/revisions.
- h) Provide such certificate of training referred in Section iii and iv in accordance with Section 3.2.
- i) Contractor, or approved subcontractor, technicians shall have a minimum of three (3) years experience in the treatment of industrial water systems.

e. Items Provided by the Aviation Authority:

- 1) The Aviation Authority will provide Contractor with electrical access needed to perform the services.
- 2) The Aviation Authority will provide the Contractor with parking for the Contractor's employees while performing the work specified herein.

f. Items Provided by the Contractor:

- 1) The Contractor shall be solely responsible for furnishing all tools, specialized equipment, and software and hardware to perform inspections and analysis and all other items necessary to perform the work under this Contract.

- 2) The Aviation Authority reserves the right to inspect and approve any and all tools, equipment or apparatus prior to Contractor's use of such on Aviation Authority's premises.
- 3) The Contractor's equipment used on Aviation 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.
- 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.

g. Transition Plan:

At the request of the AAR, Contractor shall attend coordination meetings with the current contractor providing Daikin/McQuay Chiller Maintenance Services before and after the commencement of the Contract. Toward the end of the term of the Contract (including approved renewals), at the request of the AAR, the Contractor shall attend coordinating meetings before and after termination of the Contract, if upon expiration or termination a third party has been selected to perform such Services.

h. Warranty:

- 1) The Contractor warrants its workmanship and shall, without additional cost to Aviation Authority, reinstall, replace, repair, or other installation related defects that occur during the warranty period, including labor and parts.
- 2) Contractor-furnished materials that develop defects during the installation or warranty period shall also be replaced without additional cost to Aviation Authority.
- 3) Contractor's total warranty shall be effective for a period of one (1) year following Aviation Authority's final acceptance of the installation or repair.

i. On-Site Communications:

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

3.2 Products

a. Products:

The Contractor or Subcontractor shall provide all chemicals, consulting and technical services in support of the chemical treatment of chilled and hot water closed systems and condenser water systems associated with the Central Plant at Orlando International Airport. Any subcontractor water treatment company (as with all other subcontractors) shall be approved in writing in advance by the AAR.

b. Parts:

- 1) In order to carry out its obligations under this Contract, Contractor shall maintain, at all times, quick access to spare parts, materials, tools or any other equipment as necessary for the timely repair and replacement of normal wear items on all equipment covered by this Contract without undue delay.
- 2) The Contractor shall provide all supplies, materials and any other requirements necessary for work to be performed within the scope of work of this Contract. Contractor must provide all repair and maintenance parts for each Chiller repair under \$2,500.00 including all related components associated with electrical starter panels and variable frequency drives as part of regular maintenance and at no cost to the Aviation Authority.
- 3) 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 listed within this Contract and the actual cost of parts.
- 4) All repair, replacement and obsolete parts shall be new Original Equipment Manufacturer ("OEM") parts. In the event that a part has been deemed obsolete by the manufacturer, the Contractor may substitute a third party part of the same or higher quality with written permission of AAR.
- 5) The Contractor shall provide a letter of agreement with local suppliers of original equipment parts outlining commitment for priority and expedited service for the delivery of parts and supplies.

3.3 Contractor Responsibilities

a. Performance Requirements:

- 1) Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications and regulations, industry standards and manufacturers' specifications. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Aviation Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Aviation Authority.
- 2) Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the AAR.
- 3) Any work required beyond that which is specified herein shall be reported in advance to the AAR. At no time shall work beyond the scope be performed without prior written authorization from the AAR.
- 4) 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.
- 5) Contractor shall advise the Aviation Authority as soon as practical of any defect or condition which may adversely affect the performance of the maintenance and/or repair services, including any defect or condition which is not covered under this Contract.
- 6) The Contractor shall furnish for approval by the AAR a schedule, which indicates starting (adjust left) and end dates for scheduled services.

b. Quality Assurance:

The Contractor shall provide upgrades, revisions and new releases to the chillers operating software to ensure that all chillers are operating on the most current software available at no additional cost to the Aviation Authority.

c. Maintenance:

- 1) The Contractor shall conduct regular performance evaluations and maintenance for all Equipment listed in Exhibit 3.5. The chiller maintenance schedules are listed in the Chiller Maintenance Schedule. The Contractor shall check the condition, operation, performance of, and make repairs/adjustments to, such Equipment, as required.

- 2) The Contractor shall record in the log book all operating conditions which includes, but is not limited to, temperatures, pressures, voltages, and amperes, which are pertinent to the evaluation of equipment performance. The Contractor shall perform necessary adjustments, repairs, and replacements necessary to maintain manufacturer's operating standards, including safety controls.
- 3) The Contractor shall provide full service water testing and chemical treatment for chilled/condenser/hot water loops and all related equipment required to maintain quality standards at the level specified by the original equipment manufacturer. Repair and/or replacement of failed tubing or internal materials, due to the lack of water treatment, shall be performed at the Contractor's expense. Inspection and testing of the water treatment shall be performed on a weekly basis.
- 4) The Contractor shall maintain insulation on all related chillers. Any time insulation is damaged or removed by the Contractor; it shall be repaired and/or replaced by a certified insulation contractor at the Contractor's expense within 14 days of damage or removal. Insulation shall also be repainted to match each chiller at the Contractor's expense. If Contractor's personnel need to stand on a chiller to make any type of repair, then Contractor will be required to protect chiller insulation and paint. Failure to do so will result in Contractor making necessary repairs to the chiller insulation and paint, at Contractor's expense. Contractor's personnel shall wipe down Equipment after all repairs to keep Equipment clean and presentable. Completed repairs shall be to the satisfaction of the AAR.
- 5) The Contractor is responsible for protecting the epoxy floor systems located in each Central Energy Plant. Damage done to the floors by any maintenance or repair activity shall be repaired and/or replaced at the Contractor's expense within 14 days of damage. Completed repairs shall be to the satisfaction of the AAR.
- 6) Contractor shall maintain and make necessary repairs to the epoxy coatings on all chiller tube sheets and condenser and evaporator heads during annual inspections at no additional cost to the Aviation Authority.

d. Repairs:

- 1) The Contractor shall promptly perform all repairs necessary to return any/all chiller(s) back to service within a maximum of 48 hours after notification of failure. In the event that repairs cannot be made within the 48 hour period, the Contractor shall provide within the 48 hour period, in writing to the AAR and prior to commencing any repair work, the estimated downtime and plan of action for each chiller(s) that is out of service.

- 2) The Contractor shall expedite the procurement of all necessary parts and materials to minimize downtime of equipment. The Contractor will be required to provide to the AAR documentation as to the part(s) ordered.
- 3) The Contractor shall provide engineering diagrams and parts nomenclature lists for all modifications made to chiller equipment.

e. Reimbursable Cost:

- 1) Major repairs, defined as any repair whose value is expected to be in excess of \$2,500.00, based on the hourly rates or parts quoted on the Bid Form pages, are reimbursable to the Contractor.
- 2) Contractor will provide a written quote for approval prior to commencing any major repair work. Contractor shall provide approved parts at Contractor's actual cost plus a percentage mark-up as set forth on the Detail Pricing Sheet. The repair value is limited to the contractor's actual expenses.
- 3) Parts and materials provided by the Aviation Authority are not to be used in calculating this value. Contractor's labor for major repairs shall be paid as set forth on Years 1, 2, 3, 4 and 5 of the Bid Form pricing pages.
- 4) In addition, the Aviation Authority will reimburse the Contractor for freight and shipping charges incurred, at actual cost, when obtaining approved repair parts; however, the cost of expedited delivery must be approved in writing by the AAR. A copy of the original receipt for purchase of parts and company time sheets shall be submitted with the invoice.
- 5) Failure to receive written approval and provide proper supporting paperwork could lead to non-payment. Other than approved major repairs, the Aviation Authority shall pay for the cost of all parts, materials, rentals, and labor for all items in this Contract (other than Additional Work) solely through payment of the monthly fixed price set forth on the Bid Form pricing pages.

f. Chiller Maintenance Schedule:

1) Monthly:

a) Chiller Maintenance:

- i. Perform entire leak check with leak detection device and document results.
- ii. Record leaving evaporator water temperature.
- iii. Record entering evaporator water temperature.
- iv. Record leaving condenser water temperature.
- v. Record entering condenser water temperature.

- vi. Record evaporator refrigerant temperature.
- vii. Record suction line refrigerant temperature.
- viii. Record superheat.
- ix. Record discharge refrigerant line temperature.
- x. Record condenser refrigerant temperature.
- xi. Record liquid line refrigerant temperature.
- xii. Record liquid sub-cooling.
- xiii. Record condenser approach.
- xiv. Record lift pressure.
- xv. Verify operation of expansion valve.

b) Compressor Motor:

- i. Check the operation of the motor and starter.
- ii. Check ampere balance within 10%.
- iii. Ensure motor bearings are greased per manufacturer's Specifications.

c) Lubrication:

- i. Verify operation of lubrication system.
- ii. Verify and document oil level.
- iii. Record oil feed temperature.
- iv. Record oil sump temperature.
- v. Record oil gauge pressure.
- vi. Record oil differential pressure.
- vii. Verify high and low oil temperature switch operation.

d) Control Panels: (McQuay Microtech 2):

- i. Panels: (McQuay Microtech 2)
- ii. Check Operating Controls.
- iii. Verify proper operation of vanes.
- iv. Verify motor maximum amp limits.
- v. Verify load balance operation and plant interface controls.
- vi. Verify high and low pressure switches.
- vii. Check high and low oil temperature switches.
- viii. Check high suction temperature switches.
- ix. Check high discharge temperature switches.
- x. Check low pressure over ride switches.
- xi. Record fault history.
- xii. Verify shutdown controls.
- xiii. Record number of operating hours.
- xiv. Record number of starts.
- xv. Upgrade Software if available.

e) Safety/Protective Controls:

- i. Verify proper operation of flow switches and deferential pressure, switches, clean, repair or replace as required.
- ii. Check alarm tests.
- iii. Check pump interlocks.
- iv. Check surge relays.

- v. Check Mechanical high and low pressure switches.
- vi. Check oil differential pressure switch.

f) Electrical Starters:

- i. Verify proper starter operation.
- ii. Record amp readings.
- iii. Record voltage readings.
- iv. Verify shutdown controls.
- v. Verify phase monitor operation.
- vi. Visually inspect starter for signs of overheating and discoloration.
- vii. Record all problems and take corrective action.

g) Chiller Log and General Maintenance:

- i. Maintain maintenance log at each chiller.
- ii. Provide service record copy to AAR.
- iii. Ensure technicians keep chiller appearance clean and presentable free of hand and feet prints.
- iv. Maintain insulation and paint on all Chillers as describe in Section c, Maintenance.

2) Annually:

a) Compressor:

- i. Meg windings and record readings.
- ii. Tighten connections and clean porcelain at compressor terminal block.

b) Electrical Starter:

- i. Inspect and tighten all electrical connections.
- ii. Visually inspect and document condition of contacts for wear and pitting. Record all problems and corrective action taken.
- iii. Clean inside of starter cabinet.

c) Lubrication System:

- i. Perform oil analysis and submit report.
- ii. Change oil filters.
- iii. Change oil if required by oil analysis.

d) Software Revision:

- i. Verify chillers are operating on most current software revision and upgrade if necessary. Contractor shall submit documentation from factory confirming software is current for each type of chiller in equipment as described in Section c – Software Revision.

- e) Condenser Evaporator Tubes:
- i. Clean and brush condenser tubes.
 - ii. Clean and brush evaporator tubes when open for Eddy Current Testing.
 - iii. Check tube sheets for corrosion.
 - iv. Repair/replace epoxy coating on tube sheet and condenser/evaporator heads as necessary as described in Section c - Maintenance.
 - v. Perform Eddy Current Test on the evaporator and condenser tubes in January 2022, and condenser tubes only in 2024 on sixteen (16) McQuay chillers. Eddy Current Testing to be provided by an independent company. Company will be approved by AAR prior to initial testing.

g. Water Treatment Programs:

- 1) Contractor shall have available a water treatment technician who shall conduct a weekly equipment inspection, as described below, for the duration of the Contract.
- 2) The weekly equipment inspection shall include: complete water treatment, including all condenser (cooling towers), chilled, hot closed loops and all related equipment required to maintain quality levels specified by original equipment manufacturer.
- 3) The intent of this water treatment program is to prevent the buildup of adherent mineral deposits on the heat transfer surfaces of the equipment being treated. Periodic de-scaling with inhibited acids will not be considered as meeting this Specification. If the equipment should become scaled when the chemicals are being applied as recommended, the Contractor shall furnish the chemicals and labor necessary to de-scale the equipment promptly at no cost to the Aviation Authority.
- 4) The methods of injecting chemical treatment shall be compatible with the existing systems and equipment.
- 5) The Contractor's service engineer shall perform quarterly microbiological evaluation for biocide effectiveness.

h. Chemical Application Requirements:

- 1) The treatments supplied by the Contractor shall be those that are specifically designated for hot, chilled, and the condensers used in each system and shall be prepared under the guidance and recommendations of a graduate chemist or engineer fully experienced in the water treatment procedures and techniques. The Contractor must have access to a full-time laboratory necessary for water treatment analysis.

- 2) Contractor shall furnish all equipment necessary for water treatment.
- 3) Contractor must use the most cost-effective cycles of concentration to minimize water usage.
- 4) The Contractor shall, before any equipment or materials are purchased, submit the following for review by the AAR:
 - a) List of chemical analyses to be conducted by the Contractor.
 - b) Product data for all chemicals including reagents and test chemicals, to be used in the specified water treatment programs, including manufacturer's printed literature (MSDS) specifically marked to indicate size, model number, properties and recommended usage. Sample quantities (not less than 4 ounces each) of each chemical shall accompany submittal.
 - c) Sample of Water Treatment Service Report.
 - d) Product data and shop drawings for all new equipment or modifications to existing equipment or systems that require accommodating water treatment program prior to approvals for any proposed changes.

i. Chemical Delivery and Storage:

- 1) The Contractor is responsible for all chemical delivery and storage equipment.
- 2) All water treatment chemicals must be delivered in DOT approved containers. All shipping containers must be DOT approved. No plastic, mild steel or tanker truck hose deliveries will be accepted for hot, chilled and condenser water treatment chemical deliveries.

j. Disallowed Chemicals:

The following chemicals shall not be employed unless specifically called for in the Specification:

- 1) Potassium carbonate or sodium carbonate.
- 2) All chlorophenolate compounds.
- 3) All chrome or chromate compounds.
- 4) All acid base chemicals.
- 5) All molybdate compounds.

Note: All cooling tower biocides must have a Federal EPA registration number, a Department of Transportation number and be registered with the State of Florida for use in cooling towers.

k. Records Management:

The Contractor shall provide up to date and accurate log books which shall be posted on each chiller for the AAR to review daily. Technicians will record all maintenance and repair activities in log books prior to leaving the site each day. Log book entries shall include at a minimum, date, parts used, work accomplished and technicians name(s). Log books will remain the property of the Aviation Authority. The Contractor shall provide the AAR with reports as required by this section in the following order:

1) Maintenance and Repair Reports:

- a) Daily Repair Report - Contractor shall submit a copy of each repair made prior to leaving the facility each day. Such report(s) shall include a detailed list of all parts used, including part numbers, amount of man hours, and any other material used for repair. Report is to be signed by the AAR or his designee. If after normal business hours, the central plant operators can sign the report.
- b) Monthly – Contractor shall submit a copy of the monthly chiller logs within seven (7) days of the previous months end. Monthly chiller log forms will be hand delivered to the AAR and discussed at a monthly meeting. Meeting date and times to be determined upon contract award. Contractor shall submit a copy of proposed chiller log form for approval by AAR within ten (10) days of award of contract.
- c) Annual Chiller Report - Contractor will submit a separate annual report for each chiller. The Annual report will include, but not be limited to, all information listed in Section f. – Chiller Maintenance Schedule, of this section and any other pertinent information Contractor deems necessary to ensure equipment reliability, recommendations for operating the chillers as efficiently as possible to reduce energy costs and to avoid premature equipment failure. Annual Chiller Report shall be submitted within thirty (30) days of completion of chiller annual activities.
- d) Weekly Water Treatment Reports – Contractor shall submit a copy of the weekly water treatment report with the information provided in Section g. – Water Treatment Programs, prior to leaving the facility each week.

l. Software Revision:

- 1) The Contractor shall provide manufacturer's upgrades, revisions and new releases to the chillers operating software to ensure that all chillers are operating on the most current software available at no additional cost to the Aviation Authority.

- 2) Contractor shall install upgrades or revisions in accordance with manufacturer's written instructions.
- 3) Upon completion of each upgrade or revision, Contractor shall provide the Aviation Authority a detailed documentation of the upgrade or revision.
- 4) The Contractor shall provide a letter of confirmation from the original equipment manufacturer of commitment to provide updates to software and firmware to Contractor.

m. Manufacturer Site Visits:

The Aviation Authority staff reserves the right to conduct manufacturing site visits as deemed necessary. The purpose of the site visits is to facilitate professional discussion and/or education but is not limited to evaluating new technologies, gain product knowledge on existing equipment, and hands-on learning opportunities regarding new and existing equipment. When arranging site visits, Aviation Authority's staff shall acquire advance permission from appropriate supervisory personnel to attend such visit.

n. Additional Work:

The Contractor may be required to perform additional work at various other locations throughout Aviation Authority's property. Before such performance, the Contractor shall obtain written approval for the Additional Work from the AAR or designee.

o. Material Disposal:

Contractor shall comply with all applicable federal, state and local laws, regulations, administrative rulings, orders, ordinances, and requirements, and Aviation Authority's 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. Disposal records shall be provided to the Aviation Authority.

p. Inspection and Approval:

Upon completion, the AAR will inspect areas where work has been performed. The Contractor shall provide daily work sheets stating area where work was accomplished, name(s) of personnel and hours worked. The AAR shall sign off the daily work ticket when work is satisfactorily completed. Contractor must correct deficiencies noted during inspection within seven (7) working days following receipt of written notice of such deficiency.

q. Use of Premises:

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

r. 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.

3.4 Deductions and Adjustment:

- a. All deductions 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 or otherwise legally available, including termination.
- b. The violation of any Federal, State and local laws, ordinances, codes, rules and regulations, including, without limitation, the Aviation Authority's rules and regulations, may be subject to a deduction at the discretion of the Aviation Authority.
- c. Failure of Contractor to take corrective action within twenty-four (24) hours after being notified by the Aviation Authority in writing of an issue. The deduction may be up to Two Hundred Fifty Dollars (\$250.00) per incident, at the discretion of the AAR.
- d. Failure of Contractor to respond to a service call in accordance with the requirements of Section 3.1 of this section or the response requirements of any other section or in the event Contractor is found to be in non-compliance 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

3.5 Exhibits

Exhibits are attached hereto and incorporated herewith.

a. Exhibit 3.5.a. – Daikin/McQuay Chiller Equipment List

ITEM	DESCRIPTION	LOCATION	QTY.	MFR.	MODEL	SERIAL NUMBER
MAIN PLANT						
1.	Templifier	CC-1	1	McQuay	TSC079	STNU101000026
2.	Centrifugal Chiller	CC-2	1	McQuay	WSC126	STNU070300048
3.	Templifier	CC-8	1	McQuay	TEH079	5YH0102200
4.	Centrifugal Chiller	CC-5	1	McQuay	WDC100	STNU101000031
5.	Centrifugal Chiller	CC-4	1	McQuay	WDC100	STNU101000072
6.	Centrifugal Chiller	CC-6	1	McQuay	PEH126	5UH0102800
7.	Centrifugal Chiller	CC-7	1	McQuay	PEH126	5UH0103600
8.	Centrifugal Chiller	CC-9	1	McQuay	PEH126	5VD0103200
9.	Centrifugal Chiller	CC-10	1	McQuay	PEH126	5VM0103000
AIRSIDE 4						
10.	Magnetic Bearing Chiller	CC-1	1	Daikin	WME700	STNU150900023
11.	Magnetic Bearing Chiller	CC-2	1	Daikin	WME700	STNU150900022
12.	Magnetic Bearing Chiller	CC-3	1	Daikin	WME700	STNU150800199
13.	Magnetic Bearing Chiller	CC-4	1	Daikin	WME700	STNU150900008
APM						
14.	Magnetic Bearing Ciller	CC-3	1	Daikin	WME0700S	STNU160500142
15.	Magnetic Bearing Ciller	CC-2	1	Daikin	WME0700S	STNU160500153
16.	Magnetic Bearing Ciller	CC-1	1	Daikin	WME0700S	STNU160500140

4.0 AVIATION AUTHORITY STANDARD TERMS AND CONDITIONS

4.1 Lobbying Statement

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

4.2 Whistle Blower Reporting Line

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

4.3 EEO Statement

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

4.4 Federal Fair Labor Standards Act

All Contracts and subcontracts that result from this Contract incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with

the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4.5 Occupational Safety And Health Act of 1970

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

4.6 Discounts

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

4.7 Funding

The obligations of Aviation Authority under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Aviation Authority Board.

4.8 Incurred Cost

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

4.9 Taxes

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

4.10 Additional Terms & Conditions

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

4.11 Silence of Specifications

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

4.12 Assignment

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

4.13 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for

which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such member, officer, employee, or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for the payment for or to Aviation Authority, or any receiver therefore or otherwise, of any sum that may remain due and unpaid by the Aviation Authority, is expressly waived and released as a condition of and in consideration of the execution of this Contract and the, promises made to Contractor pursuant to this Contract. In any and all claims against the Aviation Authority or the City, or any of their officers, members, agents, servants or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation of Contractor under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefit payable by or for the Contractor or any Subcontractor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts. No provisions of this condition shall be construed to negate, abridge, or otherwise reduce any other right of

indemnity that Aviation Authority may have as to any party or person described therein.

4.14 Patents and Royalties

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

4.15 Software License to Contractor

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

4.16 Warranty Against Infringement of Intellectual Property

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

4.17 Optional Ownership of Work Product

Contractor agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed,

prepared, conceived, made or suggested by the Contractor for the Aviation Authority pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Contractor acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the Aviation Authority. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Contractor hereby agrees that this Contract effectively transfers, grants, conveys, and assigns exclusively to the Aviation Authority, all rights, title and ownership interests, including copyright, which Contractor may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Aviation Authority shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to the Work Product. Contractor for itself and on behalf of its Contractors hereby waives any property interest in such Work Product.

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

In the course of performing the Contract work, Contractor may gain access to Sensitive Data Types including but not limited to Personal Identifiable Information (PII), Personal Health Information (PHI), Sensitive Security Information (SSI), Payment Card Industry (PCI), Financial Information and/or other confidential information of the Aviation Authority. Contractor agrees to hold such information in confidence and to make such information known only to its employees, affiliates, agents, Subcontractors, and sub-consultants who have a legitimate need to know such information and who are under a similar obligation of confidentiality. The Contractor shall seek the Aviation Authority's prior written consent before releasing, disclosing, or otherwise making such confidential information available to any other person. This provision shall not apply to information required to be released by applicable law, legal subpoena, or other lawful process. The Contractor must notify the Aviation Authority as soon as practicable in the event Contractor is notified of or discovers any compromise and/or breach or suspected breach, such as unauthorized access to, theft of, misuse of and unintentional releases of any security/sensitive data types, or confidential information of the Aviation Authority and/or Individuals ("Data Breach") involving Contractor controlled systems such as, but not necessarily limited to, web sites, transmission infrastructure, voice response unit, and retrieval and storage systems. This notification should include, to the extent known, the type of Data Breach, type of data compromised and/or breached, and results of any forensic investigation. To the extent Contractor is responsible for the Data Breach and upon mutual agreement of the parties, Contractor shall be responsible to implement, in coordination with the Aviation Authority, a commercially reasonable Remediation Plan to address and respond to a Data Breach. Such commercially reasonable "Remediation Plan" will include certain administrative requirements associated with addressing and responding to such Data Breach to the extent necessary under the circumstances, and may include but is not necessarily limited to: (i) preparation and mailing or other transmission of legally required notifications, (ii) preparation and mailing or other transmission or communication to impacted Individuals such as may be required by applicable law or regulation; (iii) offering potentially impacted Individuals the opportunity to enroll in a credit monitoring service offered by a vendor

of Contractor's choice for a two-year period, or other period as required by applicable law, at no charge to the impacted Individuals; and (iv) payment of applicable reasonable legal, audit, accounting and administrative expenses associated with the investigation, notifications and recovery arising from the Data Breach. The remedies provided for in the Remediation Plan shall be in addition to any other remedies available to the Aviation Authority under this Contract. The provisions of this Section shall survive the expiration or earlier termination of the Contract.

4.19 Training

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

4.20 Acceptance

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

4.21 Safety Warranty

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

4.22 Warranty

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

4.23 Awards

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

4.24 Conflict of Interest

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

4.25 Purchasing Contracts With Other Governmental Entities

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

4.26 Drug-Free Workplace

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

4.27 Discriminatory Vendor List

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

4.28 Public Entity Crimes

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

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

4.29 Scrutinized Companies

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

4.30 Licenses and Certifications

The Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to execution of the Contract, the apparent low Bidder will be required to provide proof of license and/or certification and submit copies of license/certifications to the Purchasing Department. The successful Contractor is responsible for obtaining all permits necessary to perform the services. The Aviation Authority does not exempt itself from permitting requirements.

4.31 Subcontractors

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

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

4.32 Verbal Instructions

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

4.33 Litigation Venue

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

4.34 Addition, Deletion, or Modification of Services

The Aviation Authority reserves the right at its sole discretion to increase, decrease, or delete any portion of the Scope of Services of this Contract at any time without cause, and if such right is exercised by the Aviation Authority, the total fee shall be

reduced or increased by a prorated basis. If work has already been accomplished on the portion of the Contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the Aviation Authority and the Contractor upon completion of such portion.

4.35 Operation During Dispute

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

4.36 Contract Termination

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

a. Termination for Cause

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

b. Termination for Convenience of Aviation Authority

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

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

4.37 Supervision of Contract Performance

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

4.38 Monitoring of Work

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

4.39 Prompt Payment

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

4.40 Contractor Responsibilities

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

4.41 Right To Audit Records

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

4.42 Copying Documents

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

4.43 Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS, PUBLICRECORDS@GOAA.ORG; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITY, PUBLIC RECORDS, ONE JEFF FUQUA BOULEVARD, ORLANDO, FL 32827. A Contractor with an Aviation Authority Contract for services, must comply with Florida Statute, Chapter 119.071, specifically to: Keep and maintain public records that

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

4.44 Federal Emergency Management Agency (FEMA) Contract Requirements

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

4.45 Federal Compliance Provisions

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

- a. **Equal Employment Opportunity:** For any federally assisted construction Contract, as defined in 41 CFR 60-1.3, the Contractor, Subcontractor, subrecipient shall follow all of the requirements of the Equal Opportunity Clause as stated in 41 CFR 60-1.4.

- b. **Davis–Bacon Act:** For any federally assisted construction Contract, in excess of two thousand dollars (\$2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction”); and the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). For a definition of “Construction” see 48 CFR 2.101.
- c. **Contract Work Hours and Safety Standards Act:** For any federally assisted Contract, in excess of one hundred thousand dollars (\$100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).
- d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or Bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- e. **Debarment and Suspension:**
- 1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
 - 2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award. a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). b. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower

tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- f. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars (\$150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).
- g. **Energy Policy and Conservation Act:** The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.
- h. **Federal System for Award Management:** A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.
- i. **Title Vi List of Pertinent Nondiscrimination Acts And Authorities**
During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:
 - 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 9) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

j. **Procurement of Recovered Materials:**

- 1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
- 2) Competitively procured within a timeframe providing for compliance with the Contract performance schedule;
- 3) Meeting Contract performance requirements; or
- 4) At a reasonable price.

- 5) Information about this requirement, along with a list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 6) Contractors are required to fully comply with all requirements outlined in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

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

3) No Obligation by Federal Government.

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

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

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

5.0 CONTRACT

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

WITNESSETH, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Aviation Authority, hereby covenants and agrees to provide management, maintenance and repair services for sixteen (16) Daikin/McQuay chillers including all related components associated with electrical starter panels and variable frequency drives located in the Central Energy Plants. The work to be performed by the Contractor includes, but is not limited to, labor, supervision, training, testing, technical services, consulting services, repair, replacement of obsolete parts, parts, necessary materials and supplies, equipment, tools (including any necessary special tools and equipment), chemicals (excluding refrigerants) and all other accessories, services, facilities, activities, and procedures and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Contract 21-21, Daikin/McQuay Chiller Maintenance Services, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Scope of Work, Contractual Requirements, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

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

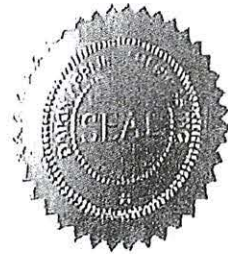
IN WITNESS WHEREOF, the said GREATER ORLANDO AVIATION AUTHORITY has caused this Contract to be executed in its name by its Chief Executive Officer, attested by its Secretary or Assistant Secretary, and the said Contractor has hereunto set its hand and seal.

Official Seal

Approved as to Form and Legality
this 22 day of Sept, 20 21
Nelson Mulling Riley & Scarborough, LLP
By: [Signature]
Greater Orlando Aviation Authority

WITNESSED BY:

DocuSigned by:
Larry Pleasant
171CB728083943C...
DocuSigned by:
Matthew Henson
7A242BECB4B14BD...



"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITY

By: [Signature: Phillip N. Brown]
Phillip N Brown
Chief Executive Officer
Sep 27 2021 11:05 AM

DocuSign

Its: _

Date: _

Attest:

[Signature]
Assistant Secretary

"CONTRACTOR"

DAIKIN APPLIED AMERICAS, INC.

(Name of Contractor)

DocuSigned by:

By: [Signature: Clayton Jacoby]
(Signature of Owner or General Partner)

Its: SVP Finance & IT
(Title)

Name of Owner or General Partner Printed Clayton Jacoby
or Typed

Date: 9/22/2021

Performance Bond No.: K40331992

Performance Bond Expiration Date: September 1, 2022

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS
that Daikin Applied Americas Inc.

, hereinafter called Principal, and
Federal Insurance Company

, a corporation organized under the laws of the State of
Indiana and licensed to do business in the State of Florida,
hereinafter called Surety, are held and firmly bound unto the Greater Orlando Aviation
Authority, hereinafter called Aviation Authority, in the Penal Sum of **Seven Hundred Fifty
Thousand Dollars (\$750,000)**, for the payment of which sum well and truly made, Principal
and Surety bind ourselves, our heirs, personal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation
Authority for Purchasing Contract 21-21, Daikin/McQuay Chiller Maintenance Services at
Orlando International Airport, in accordance with the Contract Documents which are
incorporated therein by reference and made a part thereof, and which collectively are herein
referred to as the Contract.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on the 9th day of August, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to Aviation Authority of its governing body.

Signed, sealed and delivered
in the presence of:

Daikin Applied Americas Inc.
Principal (Name of Contractor)

Erin Burkheim
Witness
Hake Reed
Witness
(Seal)

By: [Signature]
(Signature)
Its: Assistant Secretary
(Title)

Federal Insurance Company
Name of Surety

Brittany D. Stuckel
Witness
JoAnn R. Frank
Witness

By: Cynthia L. Choren
(Signature)

Its: Cynthia L. Choren, Attorney-In-Fact
(Title) FL Non-Resident License No. P061380

Address: 4625 Lindell Blvd., Suite 200, St. Louis, MO 63108

Telephone No.: (314) 342-2661

Fax No.: (314) 342-2618

E-Mail Address: cynthia.l.choren@marsh.com

N/A
(Countersignature by
Florida Licensed Agent)

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

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

IMPORTANT:

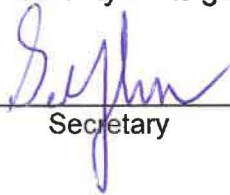
Surety companies executing bonds must meet the requirements set forth in Section 2 of the Contract's Special Conditions.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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




Secretary

(Corporate Seal)

CHUBB®

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Cynthia L. Choren

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 10th day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316686
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this August 9, 2021



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT: **\$750,000.00**

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

Dear Sir or Madam:

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

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

- A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Purchasing Contract 21-21, Daikin/McQuay Chiller Maintenance Services, at Orlando International Airport, as such may be amended from time to time, by and between the Company and the Aviation Authority (the "Contract"); and
- B. Certification of the amount of damages or expenses which, in his belief or determination, the Aviation Authority has suffered or incurred, or is likely to suffer or incur, as a result of such failure by the Company; or
- C. Certification (1) that the Company has failed to provide to the Aviation Authority an acceptable surety bond or stand-by letter of credit to replace this letter of credit, on or before the date the same was due under the terms of the Contract in accordance with such terms, and (2) certification of the amount of the required replacement surety bond or letter of credit.

Irrevocable Stand-by Letter of Credit
Page 2

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

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

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

(Bank Name)

By: _____
(Signature)

Address: _____

Telephone No.: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT A

**GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM**

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

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

- A. _____ [Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Purchasing Contract 21-21, Daikin/McQuay Chiller Maintenance Services, at Orlando International Airport, by and between the Company and the Aviation Authority (the "Contract").
- B. In the belief or determination of the undersigned, the amount of damages or expenses which the Aviation Authority has suffered or incurred or is likely to suffer or incur, as a result of such failure by the Company totals \$ _____; or
- C. The Company has failed to provide the Aviation Authority with an acceptable replacement surety bond or stand-by letter of credit on or before the date the same was due under the terms of the Contract in accordance with such terms, and that the amount of the required replacement bond or letter of credit is \$ _____.

Dated this _____ day of _____, 20_____.

GREATER ORLANDO AVIATION AUTHORITYY

By: _____

Title: _____

6.0 **BID SUBMITTALS/ ATTACHMENTS**

- a. **DO NOT MODIFY OR REISSUE THE PRICE FORM; USE THE PRICE FORM PROVIDED.** The Excel Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with the submittal.
- b. The Contract must contain a signature of authorized representative in the space(s) provided. The Contract must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any entry must be initialed.
- c. The Submittals must be submitted on forms provided by the Aviation Authority. No other forms will be accepted. The following attachments and forms must be completed, signed and turned in as part of your submittal package.
- d. **Failure to complete and turn in the required forms may result in your Submittal being determined non-responsive and not considered for award.**
 - ☐ Price Form - The Excel Price Sheets must be completed electronically on the provided Excel spreadsheet, saved to the USB drive, and print out one original and one copy, to be turned in as a part of the Submittal package.
 - ☐ Attachment A - Contractor's Questionnaire. Contractor's.
 - ☐ Attachment B - Price Form.
 - ☐ Attachment C – Contractor's Certification Form.
 - ☐ Attachment D - Conflict of Interest Disclosure Form.
 - ☐ Attachment E – Scrutinized Company Certification Form.
 - ☐ Attachment F - Contractor's W-9
 - ☐ Attachment G - Certificate of Insurance
 - ☐ Attachment G -Bidder's W-9
 - ☐ Attachment H - Certificate of Insurance
 - ☐ Attachment I – Performance Bond or Letter of Credit.
 - ☐ Attachment J - No Bid Response Form. **Not Applicable.**

Attachment A - Contractor's Certification

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

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

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

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

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

Company JF	Sworn to and subscribed before me by means of:
	☒ digital signature ☐ physical presence or ☐ online notarization
Contractor's Signature DocuSigned by: 	this day of 20
Print Name and Title James Fern Regional General Manager	who is
	☐ Personally Known; or ☐ Produced Identification. Type of identification produced:
Address: 13600 Industrial Park Boulevard Minneapolis, MN 55441	[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)
	(STATE OF FLORIDA Seal
Date 9/22/2021	COUNTY OF)
Duns Number 17-271-9437	Notary Signature:
Federal Tax Id Number 41-0404230	Notary Public My Commission Expires:
Email: james.fern@daikinapplied.com	Printed, typed or stamped commissioned name of Notary Public

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

Attachment B – PRICE FORM

**GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 21-21**

A PRICE FORM IS ACCOMPANIED WITH THIS CONTRACT AS A MICROSOFT EXCEL SPREADSHEET. DO NOT MODIFY OR REISSUE THE PRICE FORM; USE THE PRICE FORM PROVIDED. The Excel Price Sheets are to be completed electronically on an Excel spreadsheet. Submit the Price Form as detailed in the instructions for the Submittals listed in Section 6.

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

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

The Contractor agrees to provide all management, maintenance and repair services for sixteen Daikin/McQuay chillers including all related components associated with electrical starter panels and variable frequency drives located in the Central Energy Plants. The work to be performed by the Contractor includes, but is not limited to, labor, supervision, training, testing, technical services, consulting services, repair, replacement of obsolete parts, parts, necessary materials and supplies, equipment, tools (including any necessary special tools and equipment), chemicals (excluding refrigerants) and all other accessories, services, facilities, activities, and procedures as described in the Contract Documents.

DAIKIN/McQUAY CHILLER MAINTENANCE

SERVICES TOTAL FIVE (5) YEAR BID PRICE:

\$

(Print Dollar Amount)

Note: The figure shown above must match the figure shown on the Price Sheet Form (Excel Worksheet) as the "Total Five (5) Year Bid Price."

Authorized Signature: _____

Name and Title (Typed or Printed):

Date: _____

Greater Orlando Aviation Authority
Purchasing Contract: 21-21, Daikin/McQuay Chiller Maintenance Services - Detail Pricing Sheet
Five (5) Year Contract for

DETAIL PRICING SHEET

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

			Year One			Year Two			Year Three			Year Four			Year Five		
			Period: 9/1/2021 thru 8/31/2022			Period: 9/1/2022 thru 8/31/2023			Period: 9/1/2023 thru 8/31/2024			Period: 9/1/2024 thru 8/31/2025			Period: 9/1/2025 thru 8/31/2026		
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	QTY	UNIT PRICE	EXT. PRICE	QTY	UNIT PRICE	EXT. PRICE	QTY		EXT. PRICE	QTY	UNIT PRICE	EXT. PRICE
1	Monthly Maintenance for 16 Daikin/McQuay Chillers & Related Components	Month	12	\$ 19,688.00	\$ 236,256.00	12	\$ 17,189.00	\$ 206,268.00	12	\$ 17,677.00	\$ 212,124.00	12	\$ 17,700.00	\$ 212,400.00	12	\$ 20,075.00	\$ 240,900.00
2	Anual Water Treatment	Annual	16	\$ 5,526.00	\$ 88,416.00	16	\$ 5,526.00	\$ 88,416.00	16	\$ 5,527.00	\$ 88,432.00	16	\$ 5,530.00	\$ 88,480.00	16	\$ 5,528.00	\$ 88,448.00
3	Perform Eddy Current testing on sixteen (16) McQuay/Daikin chillers, evaporator and condenser tubes in January of 2022 and 2026, condenser tubes only in 2024	Annual	16	\$ 2,605.00	\$ 41,680.00	16	\$ -	\$ -	16	\$ 1,604.00	\$ 25,664.00	16	\$ -	\$ -	16	\$ 2,905.00	\$ 46,480.00
4	Standard Hours for Repairs over \$2,500.00	Hours	300	\$ 140.00	\$ 42,000.00	300	\$ 140.00	\$ 42,000.00	300	\$ 140.00	\$ 42,000.00	300	\$ 145.00	\$ 43,500.00	300	\$ 145.00	\$ 43,500.00
5	Non-Standard Hours for Repairs over \$2,500.00	Hours	40	\$ 185.00	\$ 7,400.00	40	\$ 185.00	\$ 7,400.00	40	\$ 150.00	\$ 6,000.00	40	\$ 192.00	\$ 7,680.00	40	\$ 192.00	\$ 7,680.00
6	Additional Work as described in Section 3.3.o of the Scope of Work/Specifications	Hours	240	\$ 115.00	\$ 27,600.00	240	\$ 115.00	\$ 27,600.00	240	\$ 115.00	\$ 27,600.00	240	\$ 115.00	\$ 27,600.00	240	\$ 115.00	\$ 27,600.00
7	Estimated Parts, Materials, and Rentals Purchased for Reimbursable Cost for Repairs over \$2,500.00	Dollars	125000	\$ 1.00	\$ 125,000.00	125000	\$ 1.00	\$ 125,000.00	125000	\$ 1.00	\$ 125,000.00	125000	\$ 1.00	\$ 125,000.00	125000	\$ 1.00	\$ 125,000.00
8	Contractors Mark-up % over its cost for Parts, Materials, Rentals, and Subcontracted Work for Repairs over \$2,500.00 (e.g. 1% should be entered as .01)	Percentage	125000	30%	\$ 37,500.00	125000	30%	\$ 37,500.00	125000	30%	\$ 37,500.00	125000	30%	\$ 37,500.00	125000	35%	\$ 43,750.00
SUB-TOTAL FOR EACH YEAR					\$ 605,852.00		\$ 1.00	\$ 534,184.00		\$ 1.00	\$ 564,320.00			\$ 542,160.00			\$ 623,358.00
GRAND TOTAL HERE AND ON SECTION FOUR – PRICE SCHEDULE PAGE. NOTE: The figure shown should match as the “Total Five (5) Year Price.”											\$ 2,869,874.00						

The number of months, hours and parts, materials, equipment rental, components, and subcontracted work per year has been estimated for the purposes of soliciting and evaluating competitive Bids. Although the Avation Authority believes that this estimate fairly describes the scope of work under ordinary circumstances, actual conditions may cause the number of months, hours and parts, materials, equipment rental, components, and subcontracted work to differ from the estimates. The Avation Authority has no obligation to request any months, hours and parts, materials, equipment rental, components, and subcontracted work or to require the use of any particular quantity of months, hours and parts, materials, equipment rental, components, and subcontracted work. Bids will be evaluated based on the Total Five (5) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Avation Authority only to pay the monthly price, hourly rates and the cost and the percentage markup for approved parts, materials, rentals, components, and subcontracted work provided in the successful Bidder's Bid for the services and materials actually requested by the Avation 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.

Contractor Acknowledgement and Approval	
The following information, including an authorized representative signature, is required to be submitted with your submittal detail pricing in order to be considered for award. The person signing below acknowledges and agrees with all proposed information as submitted as has the authorization of the said company to enter into a contractual agreement with the Aviation Authority for the purposes as proposed and described.	
Company Name:	JF
Authorized Signature:	DocuSigned by: <i>James Fern</i> C8CF7BB81C4043F...
Printed Name/Title:	James Fern Regional General Manager
Date:	6/4/2021

Purchasing Contract: 21-21, Daikin/McQuay Chiller Maintenance Services - Detail Pricing Sheet

DETAIL PRICING SHEET

Five (5) Year Contract for

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

			Year One			Year Two			Year Three			Year Four			Year Five		
			Period: 9/1/2021 thru 8/31/2022			Period: 9/1/2022 thru 8/31/2023			Period: 9/1/2023 thru 8/31/2024			Period: 9/1/2024 thru 8/31/2025			Period: 9/1/2025 thru 8/31/2026		
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	QTY	UNIT PRICE	EXT. PRICE	QTY	UNIT PRICE	EXT. PRICE	QTY		EXT. PRICE	QTY	UNIT PRICE	EXT. PRICE

Attachment C - Contractor's Questionnaire

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

1. CONTACT INFORMATION

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

2. AUTHORIZED SIGNATORIES

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

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

3. EXPERIENCE

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

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

- a. Provide the Resume and certifications of each technicians.

Certificate Of Completion

Envelope Id: 85C92D788EDE4F78A17F92FDAF769291

Status: Completed

Subject: Please DocuSign: Orlando Airport Authority - 21-21 Daikin-McQuay Chillers 092021.docx

Source Envelope:

Document Pages: 69

Signatures: 5

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Stamps: 1

Enveloped Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Melissa Medina

13600 Industrial Park Blvd.

Minneapolis, MN 55441

melissa.medina@daikinapplied.com

IP Address: 68.112.151.243

Record Tracking

Status: Original

9/20/2021 11:48:52 AM

Holder: Melissa Medina

melissa.medina@daikinapplied.com

Location: DocuSign

Signer Events

Clayton Jacoby

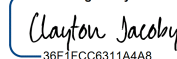
clayton.jacoby@daikinapplied.com

SVP Finance & IT

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:



36F1FCC8311A4A8...

Signature Adoption: Pre-selected Style

Using IP Address: 134.6.175.3

Timestamp

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Resent: 9/21/2021 2:38:47 PM

Viewed: 9/22/2021 6:57:13 AM

Signed: 9/22/2021 6:58:25 AM

Electronic Record and Signature Disclosure:

Accepted: 9/22/2021 6:57:13 AM

ID: d94d4ec6-8ea0-4f27-84c0-d0e7a9eb8ea4

James Fern

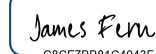
James.Fern@daikinapplied.com

Regional General Manager

JF

Security Level: Email, Account Authentication (None)

DocuSigned by:



C8CF7BB81C4043F...

Signature Adoption: Pre-selected Style

Using IP Address: 142.196.103.87

Sent: 9/22/2021 6:58:28 AM

Viewed: 9/22/2021 6:59:52 AM

Signed: 9/22/2021 7:18:29 AM

Electronic Record and Signature Disclosure:

Accepted: 9/22/2021 6:59:52 AM

ID: 9e626868-feaa-4bdb-b9bb-f796e645b75f

Larry Pleasant

larry.pleasant@daikinapplied.com

Regional Service Manager

Daikin Applied

Security Level: Email, Account Authentication (None)

DocuSigned by:



171CB728083943C...

Signature Adoption: Pre-selected Style

Using IP Address: 47.206.93.161

Sent: 9/22/2021 6:58:28 AM

Viewed: 9/22/2021 7:59:54 AM

Signed: 9/22/2021 8:00:08 AM

Electronic Record and Signature Disclosure:

Accepted: 9/22/2021 7:59:54 AM

ID: e8188fca-0a89-4997-8e79-2f89f5aa97cd

Matthew Henson

Matthew.Henson@daikinapplied.com

District Manager

Security Level: Email, Account Authentication (None)

DocuSigned by:



7A242BECB4814BD...

Signature Adoption: Pre-selected Style

Using IP Address: 207.250.114.249

Sent: 9/22/2021 8:00:12 AM

Viewed: 9/22/2021 8:01:57 AM

Signed: 9/22/2021 8:02:10 AM

Electronic Record and Signature Disclosure:

Accepted: 9/22/2021 8:01:57 AM

ID: c7aa8085-6f81-4c8d-bd5e-6cbbcf2f809d

Signer Events	Signature	Timestamp
MeLissa Medina melissa.medina@daikinapplied.com MeLissa Medina, Contracts Manager Daikin Applied Americas Inc. Security Level: Email, Account Authentication (None)	 Using IP Address: 68.112.151.243	Sent: 9/22/2021 8:02:14 AM Viewed: 9/22/2021 9:59:36 AM Signed: 9/22/2021 10:09:22 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/20/2021 12:35:06 PM
Certified Delivered	Security Checked	9/22/2021 9:59:36 AM
Signing Complete	Security Checked	9/22/2021 10:09:22 AM
Completed	Security Checked	9/22/2021 10:09:22 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Daikin Applied Americas Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Daikin Applied Americas Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: melissa.medina@daikinapplied.com

To advise Daikin Applied Americas Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.medina@daikinapplied.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Daikin Applied Americas Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to melissa.medina@daikinapplied.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Daikin Applied Americas Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to melissa.medina@daikinapplied.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Daikin Applied Americas Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Daikin Applied Americas Inc. during the course of your relationship with Daikin Applied Americas Inc..

Attachment D - Conflict of Interest Disclosure Form

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

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

Comments:

Acknowledged by:

Firm Name:

Signature of Authorized Representative:

Name and Title (Print or Type):

Date:

Attachment E - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: _____ JF

DocuSigned by:
By: James Fern
(Authorized Signature)

Title: Regional General Manager

Date: 9/22/2021

Attachment F - Current W9

Request for Taxpayer Identification Number and Certification ►

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

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Daikin Applied Americas Inc.

Business name/disregarded entity name, if different from above

Daikin Applied

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) 5

Exemption from FATCA reporting
code (if any)

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

13600 Industrial Park Boulevard

City, state, and ZIP code

Minneapolis, MN 55441

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

 - -

Employer identification number

4 1 - 0 4 0 4 2 3 0

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

5-11-21

General Instructions

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

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/19/2021

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 Marsh USA Inc. 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN101863513-DAA-GAWP-21-22	Reich	
INSURED Daikin Applied Americas Inc. dba Daikin Applied 13600 Industrial Park Boulevard Minneapolis, MN 55441	INSURER(S) AFFORDING COVERAGE INSURER A: Mitsui Sumitomo Insurance USA Inc INSURER B: Sentry Insurance Company INSURER C: ACE American Insurance Company INSURER D: Sentry Casualty Company INSURER E: INSURER F:	NAIC # 22551 24988 22667 28460

COVERAGES**CERTIFICATE NUMBER:**

CLE-006473914-50

REVISION NUMBER: 14

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	X		GL 2122557	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X		BVR8406442 (AOS) BVM8803074 (MA)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$	X		UMB5700287	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D B	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	90-20216-02 (Daikin Ded.) 90-20216-03 - (Daikin Retro)	04/01/2021 04/01/2021	04/01/2022 04/01/2022	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liab			G28116780 002	08/01/2020	08/31/2021	Each Incident 1,000,000 Aggregate 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 and the City and their members (including, without limitation, members of the Authority's Board and the City's Council and members of the citizen's advisory committees of each), officers, employees, and agents is/are included as additional insured where required by written contract and allowed by law with respect to General and Automobile liability coverages.

CERTIFICATE HOLDER

Greater Orlando Aviation Authority
c/o EBIX RCS
P.O. Box 257, Ref. #115-P002311
Portland, MI 48875-0257

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Generic4 USAInc

Marsh USA Inc.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph 1. Who Is An Insured of A. Coverage of Section II – Liability Coverage in the BUSINESS AUTO COVERAGE FORM is amended to add the following provision:

- d. Any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto."

This provision applies only if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage."

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Paragraph 1. Who Is An Insured of A. Coverage of Section II – Liability Coverage in the BUSINESS AUTO COVERAGE FORM is amended to add the following provision:

- d. Any person or organization with whom you agreed, in a written contract, agreement or permit, to provide insurance such as afforded under this Coverage Part, but only with respect to your ownership, maintenance or use of a covered "auto."

This provision applies only if the written contract or agreement has been executed or permit issued prior to the "bodily injury" or "property damage."

All other terms and conditions remain unchanged.

CANCELLATION AMENDMENTS NOTIFICATION OF DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under all Coverage Parts included in this policy.

The cancellation provisions in the policy are amended by adding the following:

If this policy is cancelled either by us, or by the first named insured, we will send notice to the person(s) or organization(s) shown in the Schedule below if the first named insured or any other named insured has agreed to provide notice of cancellation of this policy and has provided the name and address of such person(s) or organization(s) to us.

Notice will be sent:

1. Thirty [30] days prior to the effective date of cancellation, if cancelled by us for reasons other than nonpayment of premium; or
2. Ten [10] days prior to the effective date of cancellation, if cancelled by us due to nonpayment of premium, or if cancelled by the first named insured; or
3. In accordance with the time period for cancellation notice to be given to the insured as required by applicable statute or regulation.

Our failure to provide the notice will not impose liability of any kind upon us, or invalidate the cancellation, or amend the effective date of cancellation.

With respect to the provisions of this endorsement, the terms "we," "us," and "our" mean the company providing this insurance.

All other terms and conditions remain unchanged.

Schedule:

GREATER ORLANDO AVIATION AUTHORITY
C/O EBIX RCS
P.O. BOX 257, REF. #115-P002311
PORTLAND, MI 48875-0257

GL 2122557

CANCELLATION AMENDMENTS NOTIFICATION OF DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under all Coverage Parts included in this policy.

The cancellation provisions in the policy are amended by adding the following:

If this policy is cancelled either by us, or by the first named insured, we will send notice to the person(s) or organization(s) shown in the Schedule below if the first named insured or any other named insured has agreed to provide notice of cancellation of this policy and has provided the name and address of such person(s) or organization(s) to us.

Notice will be sent:

1. Thirty [30] days prior to the effective date of cancellation, if cancelled by us for reasons other than nonpayment of premium; or
2. Ten [10] days prior to the effective date of cancellation, if cancelled by us due to nonpayment of premium, or if cancelled by the first named insured; or
3. In accordance with the time period for cancellation notice to be given to the insured as required by applicable statute or regulation.

Our failure to provide the notice will not impose liability of any kind upon us, or invalidate the cancellation, or amend the effective date of cancellation.

With respect to the provisions of this endorsement, the terms "we," "us," and "our" mean the company providing this insurance.

All other terms and conditions remain unchanged.

Schedule:

GREATER ORLANDO AVIATION AUTHORITY
C/O EBIX RCS
P.O. BOX 257, REF. #115-P002311
PORTLAND, MI 48875-0257

BVR8406442

CANCELLATION AMENDMENTS NOTIFICATION OF DESIGNATED PERSONS OR ORGANIZATIONS

This endorsement modifies insurance provided under all Coverage Parts included in this policy.

The cancellation provisions in the policy are amended by adding the following:

If this policy is cancelled either by us, or by the first named insured, we will send notice to the person(s) or organization(s) shown in the Schedule below if the first named insured or any other named insured has agreed to provide notice of cancellation of this policy and has provided the name and address of such person(s) or organization(s) to us.

Notice will be sent:

1. Thirty [30] days prior to the effective date of cancellation, if cancelled by us for reasons other than nonpayment of premium; or
2. Ten [10] days prior to the effective date of cancellation, if cancelled by us due to nonpayment of premium, or if cancelled by the first named insured; or
3. In accordance with the time period for cancellation notice to be given to the insured as required by applicable statute or regulation.

Our failure to provide the notice will not impose liability of any kind upon us, or invalidate the cancellation, or amend the effective date of cancellation.

With respect to the provisions of this endorsement, the terms "we," "us," and "our" mean the company providing this insurance.

All other terms and conditions remain unchanged.

Schedule:

GREATER ORLANDO AVIATION AUTHORITY
C/O EBIX RCS
P.O. BOX 257, REF. #115-P002311
PORTLAND, MI 48875-0257

BVM8803074



NAMED INSURED
DAIKIN APPLIED AMERICAS INC

ENDORSEMENT EFFECTIVE
04-01-19

POLICY NUMBER
90-20216-03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELATION-CERTIFICATE HOLDERS
WORKERS COMPENSATION

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

GREATER ORLANDO AVIATION AUTHORITY
C/O EBIX RCS
PO BOX 257
REF #115-P002311
PORTLAND, MI 48875
30 DAY NOTICE OF CANCELLATION APPLIES.

All other terms and conditions of this policy remain unchanged.

WC 99 06 72 09 11



NAMED INSURED
DAIKIN APPLIED AMERICAS INC

ENDORSEMENT EFFECTIVE
04-01-19

POLICY NUMBER
90-20216-02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELATION-CERTIFICATE HOLDERS
WORKERS COMPENSATION

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. Such copies of the notice will be mailed as soon as practicable to the address or addresses provided by your broker or agent.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

SCHEDULE

Person(s) or Organization(s) including mailing address:

GREATER ORLANDO AVIATION AUTHORITY
C/O EBIX RCS
PO BOX 257
REF #115-P002311
PORTLAND, MI 48875
30 DAY NOTICE OF CANCELLATION APPLIES.

All other terms and conditions of this policy remain unchanged.

WC 99 06 72 09 11

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
AS REQUIRED BY CONTRACT	ANY LOCATION OWNED OR MANAGED BY ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS AS REQUIRED BY WRITTEN 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", "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:

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 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 – 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
AS REQUIRED BY CONTRACT	ANY LOCATION OWNED OR MANAGED BY ADDITIONAL INSURED PERSON(S) OR ORGANIZATIONS AS REQUIRED BY WRITTEN 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.