GREATER ORLANDO AVIATION AUTHORITY

INVITATION FOR BIDS (IFB)

IFB 14-22

PREDICTIVE MAINTENANCE AND VIBRATION ANALYSIS

DATE OF ISSUE: October 25, 2021

PRE- BID CONFERENCE OR GOTOMEETING:
Bidders may attend in person or via GoToMeeting.

November 9, 2021 10:00 a.m. EST

PRE-BID LOCATION: Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida, 32827 or attend virtually via a GoToMeeting:

https://global.gotomeeting.com/join/345979141
United States (Toll Free): 1 866 899 4679 **Access Code: 345-979-141**

DEADLINE FOR QUESTIONS November 22, 2021, 2:00 p.m., EST

DIRECT ALL QUESTIONS & INQUIRES TO:

Name: Fatima F Calkins, CPPO, CPPB
Title: Sr. Purchasing Agent
Phone: (407)-825-2044
Email: FCalkins@goaa.org

SUMBIT BIDS TO:

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

IFB DUE ON OR BEFORE: November 30, 2021

IFB DUE ON OR BEFORE: 11:00 a.m., EST

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

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

Register on Negometrix 4

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

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

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

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

Additional Information

Suppliers can check out the support video in the link below for a full walkthrough of the Negometrix 4 platform, after registering to submitting your first solicitation:
https://youtu.be/4mpFfFaPp2M

Need Assistance?

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

Negometrix Service Desk

Email: servicedesk.us@negometrix.com
Phone: (724) 888-5294

1.0 GENERAL INFORMATION

1.1 Intent/Purpose

a. The Greater Orlando Aviation Authority, Orlando International Airport, Orlando, Florida, (Aviation Authority) is soliciting sealed bids from qualified Bidders to provide **Predictive Maintenance and Vibration Analysis.** The awarded Contractor (Bidder) must be licensed to do business in the State of Florida and perform under the laws of the State of Florida.

b. This Bid does not includes a Minority and Women Business Enterprise (MWBE) and a Local Developing Business (LDB)/Veteran Business Enterprise (VBE) participation requirement.

1.2 Solicitation Information

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

a. Negometrix provides supplier registration services, document fulfillment and other purchasing related services to the Aviation Authority and to suppliers doing business with the Aviation Authority. **There is no charge to the Bidder to register and any award resulting from this solicitation will not require any payment by the Bidder to Mercell USA.**

b. If a Pre-Bid Conference is held, please see the Cover Page of this solicitation for the location, date, and time. The purpose of any Pre-Bid Conference is to review and discuss the solicitation (and any addenda) as published. Attendance is not mandatory but is highly encouraged. Bidders are expected to be familiar with the Bid Documents.

c. Questions regarding this Solicitation are to be directed to the Senior Purchasing Agent listed on the Cover Page of this Solicitation. The last date for questions pertaining to this Solicitation is **November 22, 2021 EST).** Questions after this date and time will not be answered.

d. Questions will be answered via addendum and posted to https://app.negometrix.com/buyer/5681.

e. If the Purchasing Department determines that it is necessary to change these dates or times prior to the Bid due date, the change will be announced via an addendum and posted on Negometrix 4 webisite.

f. Late Bids, as determined by the official time clock located in the Purchasing Department's Office will not be considered and may be returned to the Respondent as non-responsive.

g. Bid openings shall be public, opened on the date and at the time specified on the Bid form. The Bidder's name and verification of bond submittal, if applicable, will be publicly announced aloud at the Bid opening.

h. The Bid Summary is posted to Aviation Authority's Purchasing Department's website at www.orlandoairports.net/purchasing and on Negometrix's website at https://app.negometrix.com/buyer/5681

i. All prospective Bidders/Proposers shall thoroughly examine and become familiar with the Bid package and carefully note the items which must be submitted with the Bid as detailed in Section Seven, Bid Submittals.

j. Submission of a Bid shall constitute an acknowledgment that the Bidder has read and understands the Bid Documents. The failure or neglect of a Bidder to receive or examine any Bid Document shall in no way relieve it from any obligations under its Bid or the Contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge or understanding of any of the Contract Documents or the scope of work.

k. **Unless otherwise noted, Bidders shall submit *one Bid Response only*.**

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

1.3 Contract Period/Initial Term

a. The Contract period will be for **thirty-six (36) months** with the **Initial Term** to commence on or about **June 1, 2022**, 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.

c. The compensation due to the Contractor in the first renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the Consumer Price Index, United States City Averages, Urban Wage Earners and Clerical Workers (CPI-W), All Items (1982-84=100) ("CPI") published from time to time by the United States Bureau of Labor Statistics in effect as of the end of the thirtieth (30th) month of the Contract term exceeds the CPI in effect as of the end of the eighteenth (18th) month of the Contract term. The Compensation due to the Contractor in the second renewal option year, if exercised, may not exceed the annual unit prices for the immediately preceding year, increased by a percentage that equals the percentage, if any, by which the CPI in effect as of the end of the forty-second (42nd) month of the Contract term exceeds the CPI in effect as of the end of the thirtieth (30th) month of the Contract term.

1.4 Communications; Questions Regarding Specifications or Bidding Process

a. All communication and contact regarding this solicitation shall be directed to the Senior Purchasing Agent referenced on the cover page of this solicitation.

b. Any official communication from a Bidder during the Bid process should be submitted in writing to the Greater Orlando Aviation Authority, Purchasing Department, 8652 Casa Verde Road, Building 811, Orlando, Florida 32827-4338 or to the email address as directed during the Bid process. A copy of the Administration Policies (Sections 180.01 and 180.03) are available upon request from the Chief Administrative Officer.

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

1.5 Evaluation of Bid Award

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

a. For purposes of this solicitation, the determination of the responsive and responsible Bidder submitting the lowest Bid shall be made after the review

and application of all applicable programs established by the Aviation Authority, including but not limited to the Aviation Authority's MWBE/LDB program.

b. In determining whether a Bidder/Proposer is responsible, the Aviation Authority reserves the right to consider matters such as, but not be limited to:

1) Total Cost;

2) Past Performance. In order to evaluate past performance, all Bidders are required to submit three (3) references illustrating a minimum of three (3) years' relevant service that are the same or similar in requirements and magnitude of this IFB. The contact person must have given permission and be expecting contact from the Aviation Authority for reference purposes. A concise but thorough description of the Contractor services provided to each of the references submitted to the Aviation Authority is required. The Aviation Authority may be listed as one reference only;

3) All requirements associated with this Bid as described in Section 3, Scope of Work/Specifications.

4) Bidders shall provide all documentation as listed in Section 6, Bid Submittals.

1.6 Notice of Intent to Award Contract

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

1.7 Public Meetings/Public Records

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

1.8 Code of Ethics and Business Conduct Policy

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

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2.0 SPECIAL CONDITIONS

2.1 Bidder's Qualifications

a. Bids will be considered from Bidders who have qualified personnel and equipment who are so situated as to perform prompt service or provide required goods. The Aviation Authority reserves the right to request information or conduct an inspection of the Bidder's facility and equipment prior to the award of the Contract.

b. Bids will be considered only from Bidders which are regularly engaged in the business as described in this Bid package; with a record of performance for the period of time stated in the Minimum Requirements, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company following the best business practices.

c. **Minimum Requirements**

1) Bidders that do not meet the minimum requirements listed herein as determined by the Aviation Authority, at its sole discretion, will be deemed non-responsive and not considered for award. All decisions made by the Aviation Authority are final.

2) Bidder must have a minimum of three (3) years of experience providing the following:

a) Commercial predictive maintenance and vibration analysis services.

b) Has performed predictive maintenance and vibration analysis services for at least three (3) entities with one (1) of those entities having a contract of similar size and scope of this Contract during such three (3) year period immediately preceding the date of Bidder's response to this Invitation for Bid.

3) Bidder must provide a copy of the following required Licenses and Certifications with their Bid Submittal:

a) Business License.

b) A Letter of Bondability on a surety company letterhead or a letter from a US Bank for a letter of credit confirming that Bidder can obtain one or the other.

c) A statement of coverage on a U.S. insurance company/broker letterhead confirming that Proposer can obtain the insurance

coverage requirements as described in Section 2.4 – Insurance Requirements.

d) Name and current resume for the Contractor's proposed on-site lead technician.

e) A transition plan describing how Contractor plans to start operations and bring about a smooth transition of the work to be performed under this Contract. Such plan shall consist of a schedule that describes how Contractor will handle problems which Contractor's anticipates will be encountered to begin operations under the new Contract.

f) Copy of each technician's certifications.

2.2 References

a. All Bidders must submit a list with a minimum of three (3) verifiable business/client references proving a **minimum of three (3) years of commercial service**. The Aviation Authority may make such investigation, as it deems necessary to determine the responsibility, qualifications, and ability of the Contractor and its Subcontractors to perform the Scope of Services. The Bidder shall furnish to the Aviation Authority all necessary and requested information and data for this purpose.

b. The Aviation Authority reserves the right to inspect all facilities of the Bidder and its Subcontractors. The Aviation Authority reserves the right to reject any Bid if the evidence submitted by or investigation of such Contractor or its Subcontractors, fails to satisfy the Aviation Authority that such Contractor is a responsive and responsible Contractor in accordance with the criteria set forth herein.

2.3 Surety Bonds/Letters of Credit/Liability Insurance

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

a. Prior to Aviation Authority's execution of the Contract and within ten (10) business days of the award, the Awarded Contractor shall furnish to Aviation Authority a Performance Bond, and a Payment Bond if required by these Bid or Proposal Documents, completed on the Aviation Authority's forms provided in the Contract Documents. Such Performance Bond shall be current and in compliance at all times during the Initial Term of the Contract in a penal sum equal to **Seventy-Nine Thousand One Hundred Sixty Six Dollars ($79,166)**.

b. The Awarded Contractor may elect to provide Aviation Authority, in lieu of the required Performance Bond (but not the Payment Bond if required by general law), a letter of credit in an amount equal to **Seventy-Nine Thousand One Hundred Sixty Six Dollars ($79,166)** and issued on Aviation Authority's form of irrevocable standby letter of credit ("Letter of Credit"). The Awarded Contractor

shall provide Aviation Authority with a Letter of Credit that remains in effect **for the Initial Term** after the expiration or earlier termination of the term of the Contract including any renewal or other extended term. If the Contractor fails to perform any obligation required of it under the terms of the Contract including, but not limited to, providing Aviation Authority with an acceptable renewal or replacement letter of credit within the required time limits, the Aviation Authority shall be entitled, in addition to any other remedies, to draw the full amount of the funds available under any Letter of Credit provided by Contractor to Aviation Authority and to hold such funds until such time as the Aviation Authority in its discretion shall determine the amount of damages, costs and expenses owing to it from the Contractor. The Aviation Authority shall retain from such funds an amount equal to its actual or anticipated damages, costs and expenses, and shall thereafter return the remaining amount of the funds, if any, to the Contractor.

c. Prior to the commencement of any renewal or extended term of the Contract, Contractor, at its own expense, shall provide to the Aviation Authority an acceptable renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit .

d. Except as provided in this Performance Bond Section, the Aviation Authority will not accept any change or modification to the forms of Performance Bond or Letter of Credit attached to these Bid Documents. The Contractor shall, **at least sixty (60) calendar days prior to the date** on which the then current Performance Bond or Letter of Credit expires, provide a renewal or replacement Performance Bond or Letter of Credit that complies with the requirements of the Contract. The Aviation Authority shall release any existing Letter of Credit provided by the Contractor upon the Aviation Authority's receipt and approval of a renewal of the Letter of Credit that complies with the requirements of this Contract.

e. If the Contractor is required to provide any renewal of the Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit (collectively, the "Replacement"), Contractor shall, at the discretion of the Aviation Authority, calculate the penal sum/amount (the "Amount") of any such Replacement as follows:

1) If the Renewal is provided in connection with the expiration of an existing Performance Bond or Letter of Credit prior to expiration of the initial term of the Contract but not in connection with an amendment to the Contract where the compensation to be paid to Contractor is increased, the Replacement shall be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit.

2) If the Replacement Performance Bond is provided in connection with an amendment of the Contract where the compensation to be paid to the Contractor during the period covered by the then current Performance Bond or Letter of Credit is increased for any reason, the Replacement shall

be in an Amount equal to the Amount of the then current Performance Bond or Letter of Credit plus an amount that bears the same ratio to the increased compensation to be paid to the Contractor that the Amount of the then current Performance Bond or Letter of Credit bears to the total compensation to be paid to the Contractor prior to such amendment to the Contract.

3) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fixed Amount, the Replacement shall be in an Amount equal to the lesser of either (i) the Amount required during the initial term of the Contract; or (ii) an Amount that bears the same ratio to the total estimated compensation to be paid to the Contractor during the renewal term that the Amount required during the initial term of the Contract bore to the total estimated compensation to be paid to the Contractor during the initial term of the Contract.

4) If the Replacement is provided in connection with the renewal or extension of the Contract and the required Amount of the Performance Bond or Letter of Credit for the initial term of the Contract is stated as a fraction or percentage of the Contract price, the Replacement shall be in an Amount equal to the same annualized percentage of the total estimated compensation (including any reimbursable expenses) to be paid to the Contractor during the renewal term (i.e., if the initial Performance Bond or Letter of Credit is 1/6 of the total three year Contract cost, then the Replacement will be one-half of the total estimated compensation to be paid to the Contractor during the renewal year).

f. Failure to timely submit an acceptable Performance Bond or Letter of Credit prior to commencement of the Contract in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to withdraw the Notice of Intent to Award, without the need for providing the Contractor advance notice or the opportunity to cure. Failure to timely submit any required renewal or replacement Performance Bond or Letter of Credit, rider to an existing Performance Bond or Letter of Credit, or continuation amendment to an existing Performance Bond or Letter of Credit that meets the requirements of this Section constitutes a default under the terms of this Contract and, in addition to all other rights available to the Aviation Authority under law, shall give the Aviation Authority the right to immediately terminate the Contract without providing the Contractor advance notice or the opportunity to cure. In connection with any such default, the Aviation Authority shall have the right to claim against the Contractor's then current Performance Bond or Letter of Credit for all of Aviation Authority's losses, costs, damages or expenses. The provision of this Paragraph shall survive the expiration or earlier termination of the Contract.

g. Surety Bonds delivered to Aviation Authority in satisfaction of any requirement under this Contract must meet the following criteria:

1) Bid Bonds provided to the Aviation Authority in connection with Contracts shall be duly issued by an insurer or corporate surety (a) on a bond form provided by Aviation Authority, or on a form substantially the same as Aviation Authority's form; b) obligating the surety for at least ninety (90) days following the date on which Bids are publicly opened; and (c) by an insurer or corporate surety that is authorized to conduct insurance business in the State of Florida.

2) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value of $500,000.00 or less shall be duly issued by an insurer or corporate surety which:

   a) Is authorized to conduct insurance business in the State of Florida;

   b) Currently holds a certificate of authority authorizing it to write surety bonds in the State of Florida; and

   c) Is otherwise in compliance with the provisions of the Florida Insurance Code.

3) Performance and Payment Bonds provided to the Aviation Authority in connection with Contracts having a value in excess of $500,000.00 shall be duly issued by an insurer or corporate surety which:

   a) Is authorized to conduct insurance business in the State of Florida;

   b) Holds a currently valid certificate of authority by the U.S. Department of Treasury pursuant to 31 U.S.C. ss 9304-9308; and

   c) Has no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

   d) Notwithstanding the provisions of (c) above, an insurer or corporate surety which is not rated by AM Best Rating Services may be accepted by Aviation Authority, but only if approved by Aviation Authority's Risk Manager and Department Director following a review or investigation of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, of the insurance company's financial and performance standing, including without limitation, its capital adequacy, assets, earnings, liquidity and such other factors as the Aviation Authority's Risk Manager may deem appropriate.

h. Liability Insurance Companies furnishing insurance coverages required by these General Conditions shall (a) be currently authorized to conduct insurance business in the State of Florida, and (b) must have no less than a "B+" Financial Rating and a Financial Size Category of "Class VI" or higher according to the most current edition of AM Best Rating Services.

i. In the event that Aviation Authority requests Contractor to purchase materials or as a condition to approval of a Subcontractor in accordance with Section 8 of the General Conditions, the Aviation Authority shall have the right to require Contractor to provide a payment bond in accordance with Section 255.05, Florida Statutes.

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

2.4 Insurance Requirements

At its sole expense, Contractor shall maintain the following insurance during the term of this 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.**

Insurance covering claims, suits, and damages for losses caused by the acts, errors, or omissions by Contractor with limits not less than **One Million Dollars ($1,000,000)** per claim. The nature of the professional services in the scope will determine the specific type of insurance required.

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

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

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

g. **Pollution/Environmental Liability Insurance. Not applicable.**

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

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

1) Self-Insured Retention and Deductibles. Contractor's insurance policies shall not be subject to a self-insured retention or deductible exceeding $10,000, if the value of the Contract is less than $1,000,000, and not be subject to a self-insured retention or deductible exceeding $100,000, if the Contract is $1,000,000 or more, unless approved by the Aviation Authority's Chief Executive Officer. The above deductible limits may be exceeded if the Contractor's insurer is required to pay claims from the first dollar at 100% of the claim value without any requirement that Contractor pay the deductible prior to its insurer's payment of the claim.

2) Insurance policies shall be primary insurance and not contributory to any other valid insurance Aviation Authority may possess, and that any other insurance Aviation Authority does possess shall be considered excess insurance only.

3) Insurance shall be carried with an insurance company or companies 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.

2.5 Verification of Employment Status

a. Prior to the employment of any person under this Contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and an express requirement that Contractors include in such subcontracts the requirement that Subcontractors performing work or providing services pursuant to the state Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/portal/site/uscis.

b. **Only those employees determined eligible to work within the United States shall be employed under this Contract.**

c. By submission of a Bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this Contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

2.6 Identification and Access Requirements

a. Contractor is required to conduct an employee background check, or require its Subcontractors to perform an employee background check, in accordance with the requirements herein on each person proposed for employment at Orlando International Airport in connection with this Contract, if such person is an employee of Contractor or an employee of a Subcontractor for whom Contractor is required to sign the Aviation Authority's badge application ("Contractor Responsible Employees"). Such background check must be successfully completed prior to such person applying for an access control identification badge with the Aviation Authority. Each background check shall be performed to the following minimum requirements:

b. Each employee must provide a ten (10) year work history.

c. Contractor must confirm the last five (5) years of each employee's work history. Any gaps in employment of thirty (30) days or more during such five year period must be explained in writing by the employee and must be confirmed by Contractor through W-2s, student transcripts, medical records, or written

references of stay-at-home situations from credible local persons such as pastors or priests (which reference must indicate personal knowledge of employee's general work history during the gap period).

d. Contractor must check each employee's criminal history for the immediately preceding five years, with such check to be conducted in each county where the employee has lived or worked in such five year period.

e. Contractor shall not present any Contractor Responsible Employee to the Aviation Authority's Access Control Office for badging if such person has any unexplained gaps in their work history, has a criminal record that would disqualify them from receiving an access control badge or has an unacceptable termination record.

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

g. <u>Fees Associated with Identification Badges and Keys</u>

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.

2.7 Airport Security

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

2.8 Minority and Women Business Enterprise ("MWBE"), Local Developing Business ("LDB"), and Veteran Business Enterprise ("VBE") Participation Programs

The Greater Orlando Aviation Authority is committed to the participation of small businesses and the economic growth and vitality of the local economy. The Aviation Authority strive to ensure maximum inclusion of minority, women and locally owned small businesses in agency procurements. The Aviation Authority strongly encourage equal commitment from our majority firms and primes contractors to be diligent in their efforts to partner with and support small businesses through capacity building and development programs

The Aviayion Authority has not set a Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB), or Veteran Business Enterprise (VBE) participation goals for this project. However, the Bidder is highly encouraged to identify opportunities for small business participation and/or to establish programs to develop small businesses. Since, no goals is established Bidder must complete a Small Business plan for this procurement. Refer to Attachment "G".

2.9 Good Faith Effort for MWBE, LDB and VBE Participation Programs

The Aviayion Authority has not set a Minority and Women Business Enterprise (MWBE), Local Developing Business (LDB), or Veteran Business Enterprise (VBE) participation goals for this project. However, the Bidder is highly encouraged to identify opportunities for small business participation and/or to establish programs to develop small businesses. Since, no goals is established Bidder must complete a Small Business plan for this procurement. Refer to Attachment "G".

2.10 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**

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3.0 SCOPE OF WORK/SPECIFICATIONS

3.1 General Scope of Work

a. The Contractor shall provide all supervision, labor, equipment, tools, materials, supplies, and other items necessary or proper for, or incidental to developing and implementing a complete comprehensive predictive maintenance and vibration analysis program, including performing routine services on certain types of equipment located at the Orlando International Airport ("OIA") in accordance with this Specification.

b. The Contractor shall refer to Exhibit 3.21 – Equipment Locations for the equipment locations and the equipment on which the Contractor shall perform Predictive Maintenance and Vibration Analysis and Adjustments as described in Section 3.17 – Additional Work below for each given year.

c. The Contractor shall refer to Exhibit 3.17 – Additional Work when such work is authorized by the AAR.

d. The equipment listed on Exhibit 3.21 – Equipment Locations may be modified, removed or increased by the Authority at any time during the term of the Contract. The Authority may also add new equipment and systems to the scope of this Contract at any time during the Contract term. Any such changes shall be documented in writing by the Authority Authorized Representative (AAR).

3.2 Regulations

a. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein.

b. 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.

c. 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.

d. 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.

e. The Contractor shall comply with all local environmental regulations and ordinances to minimize the impact of operations at the Aviation Authority.

3.3 Work Hours

a. Standard Work Hours: Contractor shall normally perform work during Standard Work Hours which are between 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding Aviation Authority's observed holidays.

b. Non-Standard Work Hours: Any work performed outside the Standard Work Hours which are between 4:01 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 Aviation 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.

c. 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.

d. 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.

e. Response Time: Contractor shall be on call twenty-four (24) hours per day, seven (7) days per week.

1) Response Time During Standard Work Hours: When Contractor is on-site, performing work on a different site, Contractor shall respond to the request for repair service within thirty (30) minutes. When Contractor is off-site, Contractor shall be on-site within two (2) hours for any service call identified as critical such as major system failure due to malfunction, lightning, electrical surges, or life safety related issues.

2) Response Time During Non-Standard Hours: Contractor shall respond to the request for repair services within two (2) hours and shall be on-site within four

(4) hours for non-critical emergencies. All requests for Emergency Response shall be originated through the Airport's Central Plant/Dispatch office.

f. 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.

3.4 Contractor's Personnel

a. Contractor will abide by all State and Federal regulations on wages and hours of an employee dealing with the employment relationship between Contractor and its subsidiaries or related parties and its employees, including but not limited to the Florida Human Relations Act, the Federal National Labor Relations Act, the Federal Fair Labor Standards Act, the Federal Civil Rights Act of 1964, as amended, and the Americans with Disabilities Act.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

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

i. Staffing:

Contractor's technicians shall be certified in Vibration Analysis by the Vibration Institute Certification Program or National Institute for Certification in Engineering Technologies, or possess equivalent certification. The Contractor shall provide an adequate number of skilled technicians with a minimum of three (3) years of experience in performing:

1) Single and two-phase field balancing;
2) Phase analysis measurements;
3) Coast down / Start up analysis; and
4) Strobe analysis.

3.5 Items Provided by the Authority

a. The Aviation Authority will provide Contractor with electrical access needed to perform the services.

b. The Aviation Authority will provide the Contractor with parking for the Contractor's employees while performing the work specified herein.

3.6 Items Provided by the Contractor

a. 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 the Specifications.

b. The Authority reserves the right to inspect and approve any and all tools, equipment or apparatus prior to Contractor's use of such on Authority's premises.

c. The Contractor's equipment used on Authority's premises shall be maintained in an operable condition at all times and the Contractor shall ensure that such equipment is operated in compliance with proper safety procedures and

practices. If the AAR determines, in its sole discretion, that a piece of Contractor's equipment is un-presentable, leaking, or in poor working condition, the Contractor shall promptly remove such equipment from the premises and replace it with equipment that meets the AAR's approval.

d. 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.

3.7 Transition Plan

At the request of the AAR, the Contractor shall attend coordination meetings with the current contractor providing such Predictive Maintenance and Vibration Analysis 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 the services.

3.8 Warranty

a. 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.

b. Contractor-furnished materials that develop defects during the installation or warranty period shall be replaced without additional cost to Aviation Authority.

c. 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.

3.9 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.

3.10 Products

a. 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.

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 in writing prior to performing the repairs. The amount quoted shall be determined by the hourly rates for Additional Services listed within this Contract, the actual cost of parts and the mark-up as described in the Bid Pricing pages.

4) The Aviation Authority will reimburse the Contractor for freight and shipping charges incurred when obtaining repair parts and components for reimbursable items as listed in Exhibit 3.21.a – Equipment List; however, the cost of expedited delivery must be approved in writing in advance by the AAR. A copy of the original receipt for purchase of parts, materials, rentals, and/or components shall be submitted with the invoice. Without the prior written approval of the Authority, the Contractor shall not order parts, materials, rentals, and/or components for the repair of any equipment that exceeds an aggregate of one hundred dollars ($100.00) in value.

5) 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 the AAR.

3.11 Performance Requirements

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

b. Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the AAR.

c. 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.

d. Contractor shall utilize maximum safety precautions. Tools and equipment will be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor is required to inform all workers and concerned persons of the Safety Data Sheets on all products being utilized on this project.

No materials or equipment will be left unattended or stored on the project site at any time.

3.12 Initial and Monthly Inspections

a. The Contractor shall perform an initial equipment inspection for all Equipment listed in Exhibit 3.21. The Contractor shall verify bearing deterioration, imbalance, misalignment and looseness, bearing position, unit of measurement, direction of measurement (horizontal, vertical, axial) and vibration amplitude level on each individual bearing on the equipment.

b. The collected measurement data from the initial inspection deemed to be within tolerance shall be utilized by the Contractor as a base line for comparison during future monitoring inspections.

c. The Contractor shall perform a monitoring inspection on a monthly basis in which testing will be performed on each piece of Equipment and a comparison of the vibration measurement data is made with the preceding inspection information to show any deviations from standard.

d. When an increase in the bearing vibration occurs and the preset alarm value is exceeded, the Contractor shall conduct a complete phase and vibration frequency analysis to pinpoint the mechanical and/or process deficiency.

e. The Contractor shall verbally notify the AAR of the mechanical integrity of the Equipment immediately following the Equipment inspection.

3.13 Inspection and Approval

a. Upon completion of the initial inspection, the Contractor shall provide a written report addressing equipment that requires immediate repairs, indicating which equipment is more critical. The Contractor shall obtain a written approval from the AAR prior to commencing any Aviation Authority repair requests and the purchase of any parts and material required to provide the services. The Aviation Authority shall not be obligated to compensate the Contractor for any work performed by the Contractor without AAR written authorization.

b. Upon completion of the repairs and area cleanup, the AAR will inspect areas where work has been performed. The Contractor shall provide daily work sheets stating the area where work was accomplished, the work that was accomplished, and name(s) of personnel and hours worked. The AAR shall sign off the daily work sheet when work is satisfactorily completed. Except when a shorter time is required in the Specification, Contractor must correct deficiencies noted during inspection within seven (7) days following receipt of written notice of such deficiency.

3.14 Repairs and Maintenance

In addition to the repair and maintenance provisions in Specification, the Contractor shall:

a. perform bearing position maintenance on the equipment and obtain vibration amplitude levels on each individual bearing in accordance with the manufacturer's recommendations, as part of the fixed price, and shall notify the AAR as to which piece of Equipment is to be taken off line to accomplish the work; and

b. follow the same procedure for equipment imbalance, misalignment, looseness, unit of measurement, and direction of measurement, as part of the fixed price; and

c. taking only one piece of Equipment off line at any given time.

3.15 Adjustments and Additional Work

a. Minor mechanical adjustments noted during inspections shall be made by Contractor to the equipment at no additional cost to Authority, as part of the fixed price. Whether an adjustment is minor shall be determined by the Aviation Authority in its reasonable discretion.

b. Adjustments other than minor adjustments ("Non-Minor Adjustments") work shall be approved in writing in advance by the AAR. For the Non-Minor Adjustments, the Aviation Authority shall pay at the applicable hourly rates set forth in the Bid Pricing Sheet.

3.16 Maintenance Reports

a. The Contractor shall establish an action report program following the initial inspection, which shall include specific corrective action recommendations that shall be promptly submitted to the Aviation Authority by the Contractor.

b. The vibration data accumulated during these inspections shall be logged into the Contractor's computer files by the Contractor for tracking purposes, and a written action and critical report accompanied by a computer printout of the amplitude levels, including the percent change in relationship to the previous diagnostic information, shall be provided to the AAR within five (5) working days of the completion of those inspections.

c. The action report program will also include comprehensive visual inspections performed by the Contractor, including but not limited to analyzing temperature, noise and other pertinent conditions that will assist Contractor in determining the operational status of each piece of Equipment.

3.17 Additional Work

Additional Work shall refer to any repairs beyond that specified herein and shall be performed only upon prior written authorization by the AAR or designee. Additional Work does not include the adjustments referenced in Specification Section 3.15. Such Additional Work and Non-Minor Adjustments shall be the only work under this Specification for which Contractor will be paid on an hourly rate.

3.18 Use of Premises

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

3.19 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.

3.20 Deductions and Adjustments

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

a. The violation of any Aviation Authority Safety/Security policy may be subject to a deduction up to Five Hundred Dollars ($500) per incident, at the discretion of the Aviation Authority.

b. A late or slow response to callback, service call/request, or equipment malfunction, when such response time is identified and required herein may be subject to a deduction up to Two Hundred-Fifty Dollars ($250) per incident, at the discretion of the AAR.

c. Failure of Contractor to timely take corrective action after being notified by the Aviation Authority of an issue, within twenty-four (24) hours when notified by the Aviation Authority in writing. The deduction can be up to $250 (two hundred fifty dollars) 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 3.3 of this Specification, or the response requirements of any other Specification, or in the event Contractor is found to be in

noncompliance with any other Contractual requirement described herein and has not complied within a reasonable time once said item is brought to the attention of Contractor, may result in a deduction up to Five Hundred Dollars ($500) per incident, at the reasonable discretion of the AAR. Actual deductions will be at the discretion of the AAR.

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noncompliance with any other Contractual requirement described herein and has not complied within a reasonable time once said item is brought to the attention of Contractor, may result in a deduction up to Five Hundred Dollars ($500) per incident, at the reasonable discretion of the AAR. Actual deductions will be at the discretion of the AAR.

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PLANT: OIA CENTRAL PLANT
TRAIN: Secondary Chill Water

MACHINE	CRITICAL
P-CHW-S1: Secondary Chilled Water Pump 1	Balance of Plant
P-CHW-S2: Secondary Chilled Water Pump 2	Balance of Plant
P-CHW-S3: Secondary Chilled Water Pump 3	Balance of Plant
P-CHW-S4: Secondary Chilled Water Pump 4	Balance of Plant
P-CHW-S5: Secondary Chilled Water Pump 5	Balance of Plant
P-CHW-S6: Secondary Chilled Water Pump 6	Balance of Plant
P-CHW-S7: Secondary Chilled Water Pump 7	Balance of Plant
P-CHW-S8: Secondary Chilled Water Pump 8	Balance of Plant
P-CHW-S9: Secondary Chilled Water Pump 9	Balance of Plant
P-CHW-S10: Secondary Chilled Water Pump 10	Balance of Plant
P-CHW-S11: Secondary Chilled Water Pump 11	Balance of Plant
P-CHW-S12: Secondary Chilled Water Pump 12	Balance of Plant

PLANT: OIA CENTRAL PLANT
TRAIN: Hot Water Primary/Condenser Pumps

MACHINE	CRITICAL
P-CW-P2: Heat Pump 8 – Primary Hot Water Pump 2	Balance of Plant
P_HW-P1: Primary Hot Water Pump 1	Balance of Plant
P-HW-P2: Primary Hot Water Pump 2	Balance of Plant

PLANT: OIA CENTRAL PLANT
TRAIN: Hot Water Secondary Circular Pumps

MACHINE	CRITICAL
P-H1W-S2: Heat Pump 1 – Secondary Pump 2	Balance of Plant
P-HW-S1: Secondary Hot Water Pump 1	Balance of Plant
P-HW-S2: Secondary Hot Water Pump 2	Balance of Plant
P-HW-S3: Secondary Hot Water Pump 3	Balance of Plant
P_HW-S4: Secondary Hot Water Pump 4	Balance of Plant

PLANT: OIA CENTRAL PLANT
TRAIN: CT Fans

MACHINE	CRITICAL
F-CT-1: Cooling Tower 1	Balance of Plant
F-CT-2: Cooling Tower 2	Balance of Plant
F-CT-3: Cooling Tower 3	Balance of Plant
F-CT-4: Cooling Tower 4	Balance of Plant
F-CT-5: Cooling Tower 5	Balance of Plant
F-CT-6: Cooling Tower 6	Balance of Plant
F-CT-7: Cooling Tower 7	Balance of Plant
F-CT-8: Cooling Tower 8	Balance of Plant
F-CT-9: Cooling Tower 9	Balance of Plant
F-CT-10: Cooling Tower 10	Balance of Plant

PLANT: OIA CENTRAL PLANT
TRAIN: Condensers Pumps

MACHINE	CRITICAL
P-CW-P1: Condenser Water Pump 1	Balance of Plant
P-CW-P2: Condenser Water Pump 2	Balance of Plant
P-CW-P3: Condenser Water Pump 3	Balance of Plant
P-CW-P4: Condenser Water Pump 4	Balance of Plant
P-CW-P5: Condenser Water Pump 5	Balance of Plant
P-CW-P6: Condenser Water Pump 6	Balance of Plant
P-CW-P7: Condenser Water Pump 7	Balance of Plant
P-CW-P8: Condenser Water Pump 8	Balance of Plant
P-CW-P9: Condenser Water Pump 9	Balance of Plant
P-CW-P10: Condenser Water Pump 10	Balance of Plant
P-CW-P11: Condenser Water Pump 11	Balance of Plant

PLANT: OIA AIRSIDE #1
TRAIN: Airside1 Booster Pump Room

MACHINE	CRITICAL
P-HW-B1: Hot Water Pump B1	Balance of Plant
T-CHWP-B1: Chilled Water Pump B1	Balance of Plant
T-CHWP-B2: Chilled Water pump B2	Balance of Plant

PLANT: OIA AIRSIDE #2
TRAIN: A2 CT Fans

MACHINE	CRITICAL
MDP-CT-1: Airside 2 Cooling Tower Fan 1	Balance of Plant
MDP-CT-2: Airside 2 Cooling Tower Fan 2	Balance of Plant
MDP-CT-3: Airside 3 Cooling Tower Fan 3	Balance of Plant

PLANT: OIA AIRSIDE #2
TRAIN: Chiller

MACHINE	CRITICAL
AC-C1: Airside 2 – AC Chiller 1	Balance of Plant
AC-C2: Airside 2 – AC Chiller 2	Balance of Plant
AC-C3: Airside 2 – AC Chiller 3	Balance of Plant
PC-C1: Airside 2 – PCA Chiller 1	Balance of Plant
PC-C2: Airside 2 – PCA Chiller 2	Balance of Plant
PC-C3: Airside 2 – PCA Chiller 3	Balance of Plant

PLANT: OIA AIRSIDE #2
TRAIN: Condensers Pumps

MACHINE	CRITICAL
MDP-CTP-1: Airside 2 – Cooling Tower Pump 1	Balance of Plant
MDP-CTP-2: Airside 2 – Cooling Tower Pump 2	Balance of Plant
MDP-CTP-3: Airside 2 – Cooling Tower Pump 3	Balance of Plant

PLANT: OIA AIRSIDE #2
TRAIN: Primary Chill Water Pumps

MACHINE	CRITICAL
AC-P1: Airside 2 Primary AC Chiller Pump 1	Balance of Plant
AC-P2: Airside 2 Primary AC Chiller Pump 2	Balance of Plant
AC-P3: Airside 2 Primary AC Chiller Pump 3	Balance of Plant
PC-P1: Airside 2 Primary PCA Chiller Pump 1	Balance of Plant
PC-P2: Airside 2 Primary PCA Chiller Pump 2	Balance of Plant
PC-P3: Airside 2 Primary PCA Chiller Pump 3	Balance of Plant

PLANT: OIA AIRSIDE #2
TRAIN: Secondary Chill Water Pumps

MACHINE	CRITICAL
AC-S1: Airside 2 Secondary AC Chilled Water Pump 1	Balance of Plant
AC-S2: Airside 2 Secondary AC Chilled Water Pump 2	Balance of Plant
PC-S1: Airside 2 Secondary PCA Chilled Water Pump 1	Balance of Plant
PC-S2: Airside 2 Secondary PCA Chilled Water Pump 2	Balance of Plant

PLANT: OIA AIRSIDE #3
TRAIN: A3 Booster Pump Room

MACHINE	CRITICAL
P-CHW-A1: Chilled Water Pump	Balance of Plant
P-CHW-A2: Chilled Water Pump	Balance of Plant
P-HW-A1: Hot Water Pump	Balance of Plant
P-HW-A2: Hot Water Pump	Balance of Plant

PLANT: OIA AIRSIDE #4
TRAIN: A4 Booster Pump Room

MACHINE	CRITICAL
CHW-P: Airside 4 Chilled Water Booster Pump	Balance of Plant
HW-P: Airside 4 Hot Water Booster Pump	Balance of Plant

PLANT: OIA AIRSIDE #4
TRAIN: A4 CT Fans

MACHINE	CRITICAL
CT-1: Airside 4 Cooling Tower Fan 1	Balance of Plant
CT-2: Airside 4 Cooling Tower Fan 2	Balance of Plant
CT-3: Airside 4 Cooling Tower 3	Balance of Plant

PLANT: OIA AIRSIDE #4
TRAIN: A4 Chillers

MACHINE	CRITICAL
CH-1: Airside 4 Chiller 1	Balance of Plant
CH-2: Airside 4 Chiller 2	Balance of Plant
CH-3: Airside 4 Chiller 3	Balance of Plant
CH-4: Airside 4 Chiller 4	Balance of Plant

PLANT: OIA AIRSIDE #4
TRAIN: A4 Condenser Pumps

MACHINE	CRITICAL
CWP-1: Airside 4 Cooling Tower Pump 1	Balance of Plant
CWP-2: Airside 4 Cooling Tower Pump 2	Balance of Plant
CWP-3: Airside 4 Cooling Tower Pump 3	Balance of Plant

PLANT: OIA AIRSIDE #4
TRAIN: A4 Chilled Water pumps

MACHINE	CRITICAL
CHWP-1: Airside 4 Chilled Water Pump 1	Balance of Plant
CHWP-2: Airside 4 Chilled Water Pump 2	Balance of Plant
CHWP-3: Airside 4 Chilled Water Pump 3	Balance of Plant

PLANT: OIA AIRSIDE #4
TRAIN: A4 Filter Feed Pumps

MACHINE	CRITICAL
FS-1: Airside 4 Filter Feed Pump 1	Balance of Plant
FS-2: Airside 4 Filter Feed Pump 2	Balance of Plant

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.

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

4.2 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 Pricing

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

4.8 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 Errors

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

4.11 Additional Terms & Conditions

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

4.12 Silence of Specifications

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

4.13 Assignment

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

4.14 Indemnification

The successful Contractor shall indemnify, defend and hold completely harmless the Aviation Authority and the City of Orlando, Florida ("City"), and the members (including, without limitation, members of the Aviation Authority's Board and the City's Council, and members of the citizens' advisory committees of each), officers, employees and agents of each, from and against any and all liabilities (including statutory liability and liability under Workers' Compensation Laws), losses, suits, claims, demands, judgments, fines, damages, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, paralegal and expert fees and reasonable attorneys' fees) which may be incurred by, charged to or recovered from any of the foregoing: (a) by reason or on account of

damage to or destruction or loss of any property of Aviation Authority or the City, or any property of, injury to or death of any person resulting from or arising out of or in connection with the performance of this Contract, or the acts or omissions of Contractor's directors, officers, agents, employees, Subcontractors, licensees or invitees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, fine, damage, cost or expense was proximately caused solely by Aviation Authority's negligence or by the joint negligence of Aviation Authority and any person other than Contractor or Contractor's directors, officers, agents, employees, Subcontractors, licensees, or invitees, or (b) arising out of or in connection with the failure of Contractor to keep, observe or perform any of the covenants or agreements in this Contract which are required to be kept, observed or performed by Contractor, or (c) arising out of or in connection with any claim, suit, assessment or judgment prohibited by this condition or in favor of any person described in below, or (d) arising out of or in connection with any action by Contractor or its directors, officers, agents, employees, Subcontractors, licensees or invitees. Aviation Authority agrees to give Contractor reasonable notice of any suit or claim for which indemnification will be sought hereunder, to allow Contractor or its insurer to compromise and defend the same to the extent of its interests, and to reasonably cooperate with the defense of any such suit or claim. In carrying out its obligations under this section, Contractor shall engage counsel reasonably acceptable to Aviation Authority. In any suit, action, proceeding, claim or demand brought in respect of which the Aviation Authority may pursue indemnity, the Aviation Authority shall have the right to retain its own counsel. The fees and expenses of such counsel shall be at the expense of the Aviation Authority unless the Contractor and the Aviation Authority shall have mutually agreed to another arrangement. In the event Contractor fails, within a reasonable time to retain counsel satisfactory to the Aviation Authority, the Aviation Authority may retain counsel and Contractor shall be responsible for such legal fees, costs and expenses. In the event, the Aviation Authority and the Contractor are both named parties in any such proceeding and, in the sole judgment of the Aviation Authority, representation of both the Aviation Authority and the Contractor by the same counsel would be inappropriate due to actual or potential differing interests between them then Aviation Authority shall obtain its own counsel and Contractor shall be responsible for such legal fees, costs and expenses. The indemnification provisions of this Section 5 shall survive the expiration or earlier termination of this Contract with respect to any acts or omissions occurring during the term of the Contract. No recourse under or upon any obligation, covenant or agreement contained in this Contract, or any other agreement or document pertaining to the work or services of the Contractor hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or any judgment obtained against Aviation Authority, or the City, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Contract, shall be had against any member (including, without limitation, members of the Aviation Authority's Board or the City's Council, or members of the citizens advisory committees of each), any officer, employee or agent, as such, past, present, or future of Aviation Authority or City, either directly or through the Aviation Authority or the City or otherwise for any claim arising out of or in connection with this Contract or the work or services conducted pursuant to it, or for any sum that may be due and unpaid by Aviation Authority. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such

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

4.15 Patents and Royalties

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

4.16 Software License to Contractor

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

4.17 Warranty Against Infringement of Intellectual Property

Contractor warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Contractor will defend at its expense any action against the Aviation Authority or the Aviation Authority as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Contractor will pay any and all costs and damages finally awarded against the Aviation Authority or the Aviation Authority as licensee in such actions which is

attributable to such claim. Should the products or services become, or in Contractor's opinion be likely to become, the subject of any claim of infringement, Contractor shall either: (a) procure for the Aviation Authority the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect the Aviation Authority's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Aviation Authority; or (d) if none of the foregoing alternatives is reasonably available to Contractor, terminate this Contract and refund to the Aviation Authority the payments actually made to Contractor under this Contract.

4.18 Optional Ownership of Work Product

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

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

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

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

4.20 Training

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

4.21 Acceptance

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

4.22 Safety Warranty

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

4.23 Warranty

The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Solicitation shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in

addition to and do not limit any rights afforded to the Aviation Authority by any other provision of this Solicitation.

4.24 Awards

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

4.25 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.

4.26 Purchasing Contracts With Other Governmental Entities

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

4.27 Drug-Free Workplace

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

4.28 Discriminatory Vendor List

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

4.29 Public Entity Crimes

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

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

4.30 Scrutinized Companies

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

4.31 Licenses and Certifications

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

4.32 Subcontractors

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

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

4.33 Verbal Instructions

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

4.34 Litigation Venue

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

4.35 Addition, Deletion, or Modification of Services

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

4.36 Operation During Dispute

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

4.37 Contract Termination

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

a. Termination for Cause

1) If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate

any of the covenants or stipulations of this Contract, the Aviation Authority shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the effective date.

2) Notwithstanding the above, Contractor shall not be relieved of liability to the Aviation Authority for damages sustained by the Aviation Authority by virtue of any breach of this Contract by Contractor, and the Aviation Authority may withhold any payments to Contractor for the purposes of set-off until such time as the exact amount of damages due the Aviation Authority from Contractor is determined. This provision shall survive the termination of this Contract and shall not relieve Contractor of its liability to the Aviation Authority for damages.

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

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

c. Termination for Convenience of Contractor

Contractor may terminate this Contract by giving at least 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.

4.38 Supervision of Contract Performance

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

4.39 Monitoring of Work

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

4.40 Prompt Payment

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

4.41 Contractor Responsibilities

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

4.42 Right To Audit Records

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

4.43 Copying Documents

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

4.44 Florida Public Records Law

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE **PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AVIATION AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS AT: PHONE NUMBER, (407) 825-2032; EMAIL ADDRESS,** PUBLICRECORDS@GOAA.ORG**; AND MAILING ADDRESS, GREATER ORLANDO AVIATION AUTHORITYY, 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.

4.45 Federal Emergency Management Agency (FEMA) Contract Requirements

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

4.46 Federal Compliance Provisions

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

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

b. **Davis–Bacon Act:** For any federally assisted construction Contract, in excess of two thousand dollars ($2,000), the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Davis-Bacon Act (40 U.S.C. 3141 – 3148) as supplemented by Department of Labor Regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and assisted Construction"); and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). For a definition of "Construction" see 48 CFR 2.101.

c. **Contract Work Hours and Safety Standards Act:** For any federally assisted Contract, in excess of one hundred thousand dollars ($100,000), that involves the employment of mechanics or laborers, the Contractor, Subcontractor, subrecipient shall comply with all of the requirements of the Contract work Hours and Safety Standards Act (40 U.S.C. 3702 and 3704), as supplemented by Department of Labor Regulations (29 CFR Part 5).

d. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors that apply or Bid for an award exceeding one hundred thousand dollars ($100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for

influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

e. **Debarment and Suspension:**

1) Non-federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

2) Upon request, the vendor agrees to provide the Aviation Authority with subsequent certification(s) for it and/or its suppliers, Subcontractors and subconsultants after Contract award. a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). b. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and Aviation Authority as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. d. The vendor must comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this order/Contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. **Clean Air Act and the Federal Water Pollution Control Act:** For any federally assisted Contract, or subgrant, in excess of one hundred and fifty thousand dollars ($150,000), the Contractor, Subcontractor, subrecipient or subgrant recipient shall comply with all of the requirements of the Clean Air Act (42 U.S.C. 7401 -7671q.) and the Federal water Pollution Control Act as amended (33 U.S.C. 1251 – 1387).

g. **Energy Policy and Conservation Act**: The Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in

the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201.

h. **Federal System for Award Management**: A order/Contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory Aviation Authority.

i. **Title Vi List of Pertinent Nondiscrimination Acts And Authorities**
During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2) 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
3) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and Contractors, whether such programs or activities are Federally funded or not);
8) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

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

j. **Procurement of Recovered Materials:**

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

k. **Additional FEMA Requirements:** The Uniform Rules authorize FEMA to require additional provisions for non - Federal entity Contracts. FEMA, pursuant to this Aviation Authority, may require 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-federal entity and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

5.1. Contract Instructions

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

1) If the Contractor is a corporation, the Contract shall be signed by an authorized corporate officer (i.e., President, Vice President, C.E.O, or C.O.O.).

2) If Contractor is a Partnership, the Contract shall be signed by a general or managing partner.

3) If the Contractor is a Limited Liability Company, the Contract shall be signed by a Manager or Managing Member having Aviation Authority to bind the company.

4) If Contractor is a sole proprietorship, the owner shall sign the Contract.

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

b. No award shall be final, and no Contractor shall have any entitlement to a Contract or award, until such time as the Aviation Authority has executed the Contract. Upon execution by both parties, the Contract will constitute the formal written Contract between the Aviation Authority and the Contractor.

5.2. Contract

This Agreement/Contract is made and entered into effective as of the **1st** day of **June, 2022**, 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 **CORELUSA PLANT SERVICES, 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 all supervision, labor, equipment, tools, materials, supplies, and other items necessary or proper for, or incidental to developing and implementing a complete comprehensive predictive maintenance and vibration analysis program, including performing routine services on certain types of equipment and all other items necessary or proper for, or incidental to, performing its obligations under Purchasing Bid 14-22, Predictive Maintenance And Vibration Analysis, at the Orlando International Airport, in accordance with the Contract Documents which consist of the Contract, Bid Price Form Page, the General Information, the Special Conditions, the Specifications, the Terms and Conditions, the Federal Provisions, any Addenda issued prior to the execution of the Contract, and the Invitation for Bids, each of which are incorporated herein by this reference.

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

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

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

In consideration of the Contractor's obligations set forth in the Contract Documents, Aviation Authority agrees to pay to the Contractor upon satisfactory completion of such obligations, and subject to the Contract provisions, the compensation as set forth in **Bid Pricing 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.

"AVIATION AUTHORITY"

GREATER ORLANDO AVIATION AUTHORITYY

By: _____ Kevin Thibault, Chief Executive Officer, Apr 4 2022 5:17 PM DocuSign

Its: _____

Date: _____

Attest: _____ Anna Farmer, Assistant Secretary, Apr 8 2022 4:15 PM DocuSign

Secretary

Official Seal

GREATER ORLANDO AVIATION AUTHORITY * EST. 1975 *

DocuSign

WITNESSED BY:

Crystal Schanley

Business Operations Manager

"CONTRACTOR"

Corelusa Plant Services Inc

(Name of Contractor)

By: _____ (Seal)

(Signature of Owner or General Partner)

Its: President

(Title)

Victor Bardales

Name of Owner or General Partner Printed or Typed

Date: _____

Approved as to Form and Legality
this 28 day of MARCH, 2022
Nelson Mullins Riley & Scarborough, LLP
By _____
Greater Orlando Aviation Authority

Performance Bond No.: CIC1916440, executed in 2 counterparts

Performance Bond Expiration Date: 6/1/2022 - 5/31/2023

PERFORMANCE BOND FORM

GREATER ORLANDO AVIATION AUTHORITY

KNOW ALL MEN BY THESE PRESENTS that Corelusa Plant Services, Inc., 12601 Montford Ln., Riverview, FL 33579 (813) 810-0093, hereinafter called Principal, and Capitol Indemnity Corporation, PO Box 5900, Madison, WI 53705-0900 (608) 829-4200, a corporation organized under the laws of the State of Wisconsin 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 **Seventy-Nine Thousand and One Hundred Sixty Six Dollars ($79,166)**, for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement entered into a Contract with Aviation Authority for Purchasing Bid 14-22, Predictive Maintenance And Vibration Analysis 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.

*One Airport Blvd., Orlando, FL 32827-4399 407-825-2001

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

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

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

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

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

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

Signed, sealed and delivered
in the presence of:

Corelusa Plant Services, Inc.
Principal (Name of Contractor)

Witness

By: _____
(Signature)

Witness

Its: President
(Title)

(Seal)

Capitol Indemnity Corporation
Name of Surety

Witness

By: _____
(Signature)

Witness

Teresa L. Durham
Its: Attorney-In-Fact & FL Licensed Resident Agent*
(Title) *Inquiries (407) 786-7770

Address: PO Box 5900, Madison, WI 53705-0900

Telephone No.: (608) 829-4200

Fax No.: (800) 798-2029

E-Mail Address: kim@floridasuretybonds.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 2.3 of the Contract's Special Conditions.

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

CIC1916440

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

LISA ROSELAND; TERESA L DURHAM; KIM E NIV; JEFFREY W REICH; SARAH K. O'LINN; CHERYL FOLEY
SUSAN L REICH; GLORIA A RICHARDS; SONJA AMANDA FLOREE HARRIS; ROBERT P. O'LINN

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this_____ day of_____, 20_____.

Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

THIS DOCUMENT HAS BEEN GENERATED FOR A SPECIFIC BOND. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

OATH OF SECRETARY

GREATER ORLANDO AVIATION AUTHORITY

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

Secretary

(Corporate Seal)

IRREVOCABLE STAND-BY LETTER OF CREDIT

_____ [Date]

IRREVOCABLE LETTER OF CREDIT NO. _____

EXPIRY DATE: _____

AGGREGATE AMOUNT:**$79,166.00**

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

Dear Sir or Madam:

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

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

A. Certification that the Company has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Contract 14-22 for Predictive Maintenance And Vibration Analysis 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.

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

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

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

_____
(Bank Name)

By: _____
(Signature)

Address: _____

_____

Telephone No.:_____

Fax No.:_____

E-Mail Address: _____

EXHIBIT A

GREATER ORLANDO AVIATION AUTHORITY
STATEMENT FORM

To: _____ [Bank Name]

Date: _____

Re: _____ [Company Name]

Irrevocable Letter of Credit Number: _____

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

A. _____[Company Name] (the "Company") has failed to faithfully perform one or more of its obligations to the Aviation Authority under that certain Contract , Purchasing Bid 14-22, Predictive Maintenance And Vibration Analysis 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

6.1 Bid Opening

a. Bid opening shall be public on the date and time specified. Sealed bids are exempt in accordance with Florida Statute 119.071(1) (b) 2. The names of the firms submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation will be released until such time as the Aviation Authority provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

b. **Bids** must be submitted no later than **TIME, DAY OF WEEK, MONTH, YEAR** in sealed envelopes bearing the words "Purchasing Bid 14-22, Predictive Maintenance And Vibration Analysis, at the Orlando International Airport.

c. Each Bidder shall submit three (3) complete sets of the Bid Submittal:

One hardcopy marked "ORIGINAL" with **One** Printed Original Bid Price Form.

One hardcopy marked "COPY" with **One** Printed Copy Bid Price Form.

One COMPLETE electronic copy on a USB drive in PDF format. The Bid Price Form Excel spreadsheets shall not be recorded in PDF.

d. **DO NOT MODIFY OR REISSUE THE BID PRICE FORM; USE THE BID PRICE FORM PROVIDED.** The Excel Bid Price Sheets are to be completed electronically on an Excel spreadsheet. The electronically completed spreadsheet shall be saved on USB flash drive and included with Bid submittal.

e. Bid must contain a signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Bid entry must be initialed.

f. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of **ninety (90) days** unless otherwise specified. Pricing will remain firm.

6.2 Delivery of Bid

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

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

b. Bidders should include the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope. Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed Bid shall be rejected as non-responsive regardless of where or when it is received.

c. Bidders are cautioned that they are solely and strictly responsible for delivery to the specific location cited prior to the specified opening date and time. Therefore, if your Bid is delivered by an express mail carrier or by any other means, it is solely your responsibility to ensure delivery to the above address. The Purchasing Department will not be responsible for deliveries made to any place other than the specified address.

d. **The time/date stamp clock located in the Purchasing Department Office shall serve as the official authority to determine lateness of any Bid. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered. Late Bids will be returned to the Bidder unopened.**

6.3 Bid Submittals

Bid must be submitted on forms provided by the Aviation Authority. No other forms will be accepted. The following attachments and forms must be completed, signed and turned in as part of your Bid submittal package.

Failure to complete and turn in the required forms may result in your Bid being determined non-responsive and not considered for award.

- ☐ Attachment A - Bidder's Certification Form.
- ☐ Attachment B - Bid Price Form.
- ☐ Attachment C - Addendum Receipt Verification Form. If an Addendum(s) is issued.
- ☐ Attachment D - Bidder's Questionnaire. Bidder's Questionnaire includes the References' Form.
- ☐ Attachment E - Conflict of Interest Disclosure Form.
- ☐ Attachment F – Scrutinized Company Certification Form.
- ☐ Attachment G - MWBE/LDB/VBE Participation Forms.
- ☐ Attachment H -Bidder's W-9
- ☐ Attachment I - Certificate of Insurance
- ☐ Attachment J - Letter of Bondability.
- ☐ Attachment K - No Bid Response Form.

Attachment A - Bidder's Certification

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

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

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

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

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

Company	***Sworn to and subscribed before me by means of:***
Corelusa Plant Services Inc.	***☒ physical presence or ☐ online notarization***
Bidder's Signature	***this day of*** 27 NOVEMBER ***20*** 21
Print Name and Title Victor Bardales - CEO	***by*** VICTOR BARDALES ***who is***
	☐ **Personally Known; or** ☒ **Produced Identification. Type of identification produced:** DL
Address: 1942 Via Lago Dr, Lakeland, FL 33810	***[Check applicable box to satisfy identification requirement of FLA. Stat. §117.05)***
	(STATE OF FLORIDA **Seal** Rocio Leon-Sheen Comm.: HH 150671 My Commission Expires: July 9, 2025
Date 11-27-2021	**COUNTY OF** Hillsborough
Duns Number 782831676	
	Notary Signature: Rocio Leon Sheen
Federal Tax Id Number 03-0564095	**Notary Public My Commission Expires:** HH150671
	ROCIO LEON SHEEN **Printed, typed or stamped commissioned name of Notary Public**
Email: victor.bardales@corelusa.com	

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

Attachment B - Bid Price Form

BID PRICE FORM
GREATER ORLANDO AVIATION AUTHORITY
PURCHASING BID 14-22

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

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

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

The Bidder agrees to provide all supervision, labor, equipment, tools, materials, supplies, and other items necessary or proper for, or incidental to developing and implementing a complete comprehensive predictive maintenance and vibration analysis program, including performing routine services on certain types of equipment as described in the Contract Documents.

14-22, PREDICTIVE MAINTENANCE AND VIBRATION ANALYSIS EQUIPMENT

TOTAL THREE (3) YEAR BID PRICE:

Two hundred sixty-nine Thousand five hundred fifty $ 269,550.00
(Print Dollar Amount)

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

Authorized Signature: _____

Name and Title (Typed or Printed): Victor Bardales CEO

Date: 11-22-2021

Greater Orlando Aviation Authority
FB No.: 14-22 Detail Pricing Sheet
THREE YEAR CONTRACT FOR PREDICTIVE MAINTENANCE AND VIBRATION ANALYSIS SERVICES

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

				Year One		Year Two		Year Three	
				PERIOD OF 5/1/2022 THRU 4/30/23		PERIOD OF 5/1/2023 THRU 4/30/24		PERIOD OF 5/1/2024 THRU 4/30/25	
ITEM	DESCRIPTION	UOM	QTY	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE	UNIT PRICE	EXT. PRICE
1	Monthly Price for Predictive Maintenance and Vibration Analysis services (Refer to Exhibit 3.2.1 for Equipment List)	Months	12	$ 5,500.00	$ 66,000.00	$ 5,500.00	$ 66,000.00	$ 5,500.00	$ 66,000.00
2	Estimated Parts, Materials, Rentals & Components Purchased for Predictive Maintenance & Vibration Analysis	Dollars	10000	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00	$ 1.00	$ 10,000.00
3	Contractor's Mark-up % over its cost for Parts, Materials, Rentals, and Components purchased in accordance with row 2 above (e.g. 1% should be entered as .01)	Dollars	10000	$ 0.10	$ 1,000.00	$ 0.10	$ 1,000.00	$ 0.10	$ 1,000.00
	ADJUSTMENTS AND ADDITIONAL WORK								
5	Non-Minor Laser Shaft Alignment – Standard Hours	Hours	80	$ 50.00	$ 4,000.00	$ 50.00	$ 4,000.00	$ 50.00	$ 4,000.00
6	Non-Minor Balancing – Standard Hours	Hours	120	$ 15.00	$ 1,800.00	$ 15.00	$ 1,800.00	$ 15.00	$ 1,800.00
7	Non-Minor Thermography – Standard Hours	Hours	80	$ 15.00	$ 1,200.00	$ 15.00	$ 1,200.00	$ 15.00	$ 1,200.00
8	Non-Minor Vibration Analysis – Standard Hours	Hours	120	$ 15.00	$ 1,800.00	$ 15.00	$ 1,800.00	$ 15.00	$ 1,800.00
9	Non-Minor Field Mechanical Repair – Standard Hours	Hours	110	$ 15.00	$ 1,650.00	$ 15.00	$ 1,650.00	$ 15.00	$ 1,650.00
10	Non-Minor Adjustment Services Standard Hours	Hours	80	$ 15.00	$ 1,200.00	$ 15.00	$ 1,200.00	$ 15.00	$ 1,200.00
11	Additional Work Hours - Standard Hours	Hours	80	$ 15.00	$ 1,200.00	$ 15.00	$ 1,200.00	$ 15.00	$ 1,200.00
	SUB-TOTAL FOR EACH YEAR				$ 89,850.00		$ 89,850.00		$ 89,850.00
								GRAND TOTAL HERE AND ON SECTION FOUR – BID PRICE SCHEDULE PAGE.	
								NOTE: The figure shown should match as the "Total Three (3) Year Bid Price."	$ 269,550.00

The number of months, parts, materials, rentals and components and estimated number of hours 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, parts, materials, rentals and components and estimated number of hours to differ from the estimates. The Avation Authority has no obligation to request any months, parts, materials, rentals and components and estimated number of hours or to require the use of any particular quantity of months, parts, materials, rentals and components and estimated number of hours. Bids will be evaluated based on the Total Three (3) Year Bid Price, but the Contract to be awarded, if an award is made, will obligate the Avaition Authority only to pay the monthly price and hourly rate for work actually requested by the Authority and satisfactorily provided by the Contractor and the cost and the Percentage Mark-Up for approved Parts, Materials, Rentals and Components provided in the successful Bidder's Bid for the services and materials actually requested by the 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.

Bidder/Contractor Acknowledgement and Approval

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

Company Name: Corel USA Plant Services. Inc.

Authorized Signature:

Printed Name/Title: Victor Bardales / President

Date: 11-27-2021

Attachment C - Addendum Receipt Verification

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

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Company Corelusa Plant Services Inc.

Signature

Victor Bardales
Print Name

CEO
Title

Attachment D - Bidder's Questionnaire

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

1. CONTACT INFORMATION

Name of Company	Corelusa Plant Services Inc.
Contact Individual	Crystal Schanley
Contact Address	1942 Via Lago Dr
City, State, Zip	Lakeland FL 33810
Telephone Number	813-650-4712
Email Address	Crystal.Schanley@corelusa.com

2. AUTHORIZED SIGNATORIES

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

Name	Title	Indicate Principal or Authorized Authority
Victor Bardales	President/CEO	Indicate Principal

3. EXPERIENCE

a. Years in business: 13
b. Years in business under this name: 13
c. Years performing this type of work: _____

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

a. Name and current resume for the Contractor's proposed on-site lead technician.
b. Copy of each technician's certifications.

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

Ref #1. Customer/Client: Cemex- Sand Mines
Date of Services: 01-2018
Description of Services: Vibration Analysis, IR Thermography, Oil Analysis, Alignement and Balancing
Street Address: 2200 US Hwy 17 92 N
City, State, ZIP Code: Davenport, FL 33837
Telephone # 863-557-6834
Contact Person: Gerald Welch
Email: geraldl.welch@cemex.com

Ref # 2. Customer/Client: Hillsborough County Utilities
Date of Services: 11-2006
Description of Services: Vibration Analysis, Oil Analysis, Infrared Thermography, and Alignments
Street Address: 9805 Sheldon Dr
City, State, ZIP Code: Tampa, FL 33635
Telephone # 813-663-3200/ 813-712-0151
Contact Person: Dean Delgrosso
Email: delgrossod@HCFLGov.net

Ref #3. Customer/Client: Florida Power and Light Nuclear Division
Date of Services: 11-2006
Description of Services: Vibration Analysis, Oil Analysis, Alignment, and Balancing
Street Address:
City, State, ZIP Code:
Telephone # 305-562-6218
Contact Person: David Laguardia
Email: David _Laguardia@flp.com

RESUME

Victor Bardales

Mechanical Engineer
Predictive Maintenance Specialist

VITAL INFORMATION:

12601 Montford Lane
Riverview, FL 33579
(813) 810-0093
victor_bardales@yahoo.com, victor.bardales@corelusa.com
English / Spanish speaker

EDUCATION:

Professional Degree:

National University of Trujillo
Mechanical Engineer

Predictive Maintenance Certifications:

Vibration Analyst Level III	(Technical Associates of Charlotte, 2002)
IR Thermographer level IIII,	(Infraspection Institute., 2014)
Machinery Lubricant Analyst Level I,	(International Council of Machinery Lubrication, 2004)

* Will submit photocopies upon request.

Continued Education:

Vibration Analysis Level I, CSI
Vibration Analysis Level II, CSI
Vibration Analysis Level III, Technical Associates of Charlotte
Vibration Analysis Advanced Level, CSI
Oil Analysis, Mini-Lab, CSI
Operating Defletion Shape, CSI
Modal Analysis, CSI
Electric Motor Diagnostics, CSI
Infranalysis, CSI.
IR-Thermography Level I, CSI
IR Thermography Level II, MPC
IR-Thermography Level III, Infraspection Institute
Apollo RCFA method facilitator.
Motor Current Evaluation, MCE and Emax, PdMA Corporation
Machinery Lubricant Analysis, Noria Corporation

* Will submit photocopies upon request.

Victor Bardales

Certificates

REPUBLICA DEL PERU

A NOMBRE DE LA NACION

El Rector de la Universidad Nacional de Trujillo

Por cuanto:

EL CONSEJO UNIVERSITARIO DE ESTA UNIVERSIDAD,

en la fecha, ha conferido el **GRADO** de:

BACHILLER EN INGENIERIA MECANICA

a don Victor Elmer Bardales Encinas

Por tanto:

Le expido el presente **DIPLOMA** para que se le reconozca como tal, y se le otorgue los goces y privilegios que le confieren las Leyes de la República.

Trujillo, 18 de OCTUBRE de 1991



RECTOR

PROFESOR SECRETARIO GENERAL

INTERESADO

Registrado en el Libro de ... a folio ... bajo el No. ...

DECANO

PROFESOR SECRETARIO DE LA FACULTAD

TECHNICAL ASSOCIATES OF CHARLOTTE, P.C.

VIBRATION ANALYSIS III

By Presentation of This

CERTIFICATE OF ACHIEVEMENT

Hereby Certifies

VICTOR BARDALES

has completed the 24 hours of training "Introduction To Special Vibration Diagnostic Techniques And How To Analyze Low, High And Variable Speed Machines" and has successfully passed a closed-book written examination for the Level III Vibration Analysis Method under the ASNT curriculum guidelines stipulated in SNT-TC-1A

TECHNICAL ASSOCIATES OF CHARLOTTE, P.C.
Class Time 24-Hours - Test Time 4-Hours

Test Dates: March 15, 2002

James E. Berry, P.E.

James E. Berry, P.E., Analytical Group
Certification Examination Author

Seminar Authorized By:
Technical Associates of Charlotte, P.C.
347 North Caswell Road
Charlotte, NC 28204
Tel: 704/333-9011 Fax: 704/333-1728

Computational Systems, Incorporated

Certificate of Achievement

Victor Bardales

has successfully demonstrated the ability necessary for

Level II- Thermographer

Certified By

April 5, 1995
Date

RS
Reliability Solutions

RCM BLITZ™
FACILITATOR TRAINING

This certificate is awarded to

Victor Bardales

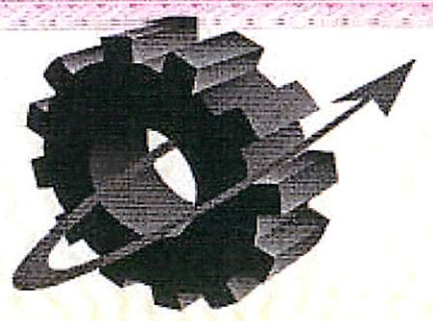
In recognition for completing three day RCM Blitz Facilitator training program.

Signature

6-12-03
Date

PRESIDENT, RELIABILITY SOLUTIONS INC.





C·S·I TRAINING

Certificate of Attendance

Victor Bardales

attended

Operating Deflection Shape

May 11-12 1995

Todd W. Reeves

Instructor

C • S • I

TRAINING

Certificate of Attendance

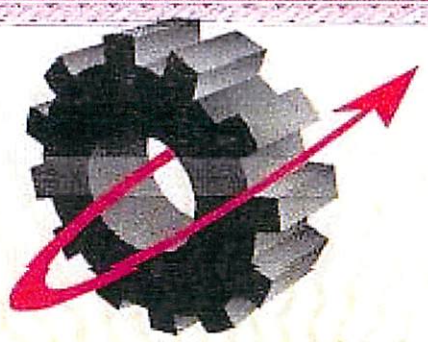
Victor Bardales

attended

ELECTRIC MOTOR DIAGNOSTICS

December 7 - 8, 1998

Instructor



C · S · I TRAINING

Certificate of Attendance

Victor Bardales Encinas

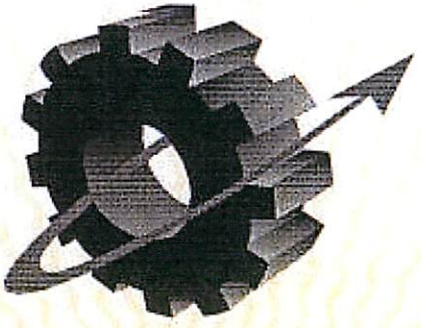
attended

Advanced Vibration Analysis

November 10 - 12, 1997

Mike Calloway

Instructor



C·S·I TRAINING

Certificate of Attendance

Victor Bardales

attended

Modal Analysis

May 8-11, 1995

Instructor

International Council for Machinery Lubrication

Victor Bardales

has satisfactorily fulfilled the requirements established by the Council for professional attainment in

Machinery Lubricant Analysis

and is, therefore, designated by the Council as a

Certified Level I Machinery Lubricant Analyst

Certification Number: MLA-I-000621

Certification Date: 06/25/04

Re-certify by: 07/01/07

Director of Certification

"By issuing this certificate, ICML attests that the above mentioned individual has met the requirements of its standards, but does not imply a guarantee of performance by certified individuals."

Infraspection Institute®

CERTIFIED INFRARED THERMOGRAPHER

Level-III No. 9884

Victor Bardales

Has satisfactorily completed the Infraspection Institute Level-III training course and Examination in best practices for infrared thermography and is a Level-III Certified Infrared Thermographer. This course meets the requirements for training of Level-III NDT personnel in the Thermal / Infrared Testing Method in accordance with the American Society for Nondestructive Testing document, SNT-TC-1A.

5/14/2014
Date

R. James Seffrin
Director

INFRASPECTION CERTIFIED INFRARED THERMOGRAPHER INSTITUTE ®

Continuing Education Hours: 21

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PREDICTIVE MAINTENANCE SKILLS

Vibration Analyst	:	Since 1990
IR-Thermographer	:	Since 1995
Oil Analysis tech	:	Since 1995
Dynamic Balancing tech	:	Since 1993
Laser alignment tech	:	Since 1993
Trainer of Reliability teams:		Since 1993

PDM SETUP AND IMPLEMENTATION EXPERIENCE:

Have been in charge of the Implementation of Predictive Maintenance Programs Including:

- Training courses in Vibration Analysis I, II and III, Motor Current Analysis, Dynamic Balancing, Alignment, Reliability Based Maintenance, Use of Vibration Analyzers and software, Oil Analysis hardware and software.
- Maintenance Program Diagnostic and Recommendations
- Software Configuration
- Program Startup

Power Generation Plants

Machu Picchu Power, Cusco, Peru — JUN 94 - DEC 94
Vibration Analysis

EDEGEL Power — OCT 95- FEB 96
Lima, Peru
Vibration Analysis

Tropicana Cogeneration Station — JUN 06 - DATE
Bradenton, FL
Vibration Analysis

Building Companies

Graña y Montero S.A. - Lima, Peru — APR 95 - JUL 95
Oil Analysis

Manufacturing Plants

CEPER (Electrical Wires) — AUG 95 - DEC 95
Vibration Analysis

Owens-Illinois. VINSA (Glass) — OCT 96 - NOV 97
Vibration Analysis – Current Analysis

Tropicana Bradenton Facility (Orange Juice) — JUNE 06 - DATE
Vibration Analysis -

Valpak Manufacturing (Printing) Vibration Analysis - IR Thermography - Oil Analysis	MAR 07 - DATE

Petroleum Companies

PETROPERU - OLE (petroleum pipeline) Vibration Analysis – Current Analysis	JAN 96 - SEP 96

Mines

Minera Aurífera Retamas S.A. (gold) Vibration Analysis	APR 97 - DEC 97
Broken Hill Properties Tintaya S.A. (Copper) Vibration Analysis – Current Analysis	JAN 98 – MAR 99
Mosaic (Former Cargill) (Fertillizers) Vibration Analysis – Current Analysis	MAY 03 – MAY 05

Theme Parks

Disney's Magic Kingdom	JUN 06 - DATE
Disney's Animal Kingdom	JUN 06 - DATE
Disney's Hollywood Studios	JUN 06 - DATE
Disney's Epcot	JUN 06 - DATE
Typhoon Lagoon Water Park	JUN 06 - DATE
Blizzard Beach Water Park	JUN 06 - DATE

OTHER PDM ANALYSIS EXPERIENCE

Steel

LTV Steel Cleveland Works (Steel Mill) JUN 00 – TO DATE
Vibration Analysis, IR Thermography, Laser Alignment, Ultra Sound Surveys

Paper Mills APR 01 - APR 03

Georgia Pacific, Vibration Analysis
Sonoco Products, Vibration Analysis
Newark Boxboard, Vibration Analysis
VISY Paper, Vibration Analysis
Cellu Tissue, Vibration Analysis

Nuclear Power Stations APR 14 – TO DATE

Turkey Point FPL Nuclear Plant: Vibration Analysis, IR Thermography, Oil Analysis

PDM MANAGEMENT EXPERIENCE

Lead Analyst MAY 03 - MAY 05
Mosaic, Riverview Site

Scope of work: Special Vibration Analysis, multi-technology analysis and Asset Health Report generation, including IR Thermography, Oil Analysis, Motor Current Evaluation, Ultrasound Evaluation and Vibration Analysis. Work Order administration and coordination between CMMS and PDMMS systems.

Highlights at this site include:

- Development and writing of Multi-technology Asset Health Report Software
- Setup of the CSI vibration platform total of about 600 machines.
- Training of technicians on the CSI platform, including RBM Suite and CSI-2130-2 hardware.
- Development and writing of the Asset Criticality Assessment tool
- Several cases of engineering support for vibration issues
- Continued improvement of CMMS Maximo System

OTHER EXPERIENCE:

- Speaker in several Predictive Maintenance Seminars
- Speaker in Maintenance Congresses
- Design and writing of the MPC align software
- Design and writing of the MPC balancing software
- Design and writing of the LV PDMMS Asset Health Management software
- Design and building of the MPC balancing machine
- Design of the PDM Director Online Reporting Software
- Translation of Vibration Analysis video courses: English/Spanish
- Teacher of Vibration Analysis Courses levels 1, 2 and 3.

TOOLS USE SKILLS

Hardware/Software able to use/set up

- RBM Suite, Vibration platform from CSI
- CSI-2115, CSI-2120, CSI-2130, CSI-2140, CSI-1010 analyzers
- Microlog Analyzer from SKF.
- Odyssey Vibration platform from Entek.
- Data Pack 1500 and Enpac from Entek. Any other Vibration Analysis System
- Bal Pak I and II from CSI. Any other Balancing System.
- Oil View oil analyzer and software from CSI
- Flir / Micron Thermography System. Any other IR system
- Ultraspec 8000 laser alignment, balancing, Vibration Analysis.
- Easy Laser, Combilaser, Proalign. Any other Laser Alignment system
- Maximo CMMS System basic level
- ASP CMMS System, basic level

CURRENT EMPLOYMENT:

Corelusa Plant Services, Inc. JUN 05 – TO DATE
Riverview, FL

Senior PDM Engineer

PERSONAL REFERENCES:

Furnished upon request

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Corelusa Plant Services Inc. (E-Verify Employer Agent). The purpose of this agreement is to set forth terms and conditions which the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the E-Verify Employer Agent, the Employer, DHS, and the Social Security Administration (SSA).

The Employer is not a party to this MOU; however, this MOU contains a section titled Responsibilities of the Employer. This section is provided to inform E-Verify Employer Agents acting on behalf of the Employer of the responsibilities and obligations their clients are required to meet. The Employer is bound by these responsibilities through signing a separate MOU during their enrollment as a client of the E-Verify Employer Agent. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as an E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a separate MOU to E-Verify. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing

information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to

make inquiries on behalf of the Employer during the period of unavailability.

11.When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE EMPLOYER

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify

Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 4 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person,

the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo

mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a federal contractor or becomes a Federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of

contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.B.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action

against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer (though the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. The E-Verify Employer Agent is responsible for providing equipment needed to make inquiries. To access E-Verify, an E-Verify Employer Agent will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the E-Verify Employer Agent's participation in E-Verify, with or without notice, at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU for that Employer when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the E-Verify Employer Agent must provide written notice to DHS. If the E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, its agents, officers, or employees.

C. The E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. The E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer or the E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the E-Verify Employer Agent.

If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1758852

Approved by:

E-Verify Employer Agent Employer Corelusa Plant Services Inc.	
Name (Please Type or Print) Victor E Bardales	Title
Signature Electronically Signed	Date 11/12/2021
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/12/2021

Company ID Number: 1758852

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Corelusa Plant Services Inc.
Company Facility Address	1942 Via Lago Dr Lakeland, FL 33810
Company Alternate Address	1942 Via Lago Dr Lakeland, FL 33810
County or Parish	PASCO
Employer Identification Number	030564095
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 1758852

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1

Company ID Number: 1758852

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Crvstal A Schanlev
Phone Number	8136504712
Fax	
Email	crvstal.schanlev@corelusa.com

Name	Victor E Bardales
Phone Number	8138100093
Fax	
Email	victor.bardales@corelusa.com

Name	Victor E Bardales
Phone Number	8138100093
Fax	
Email	victor.bardales@corelusa.com

This list represents the first 20 Program Administrators listed for this company.

Attachment E - Conflict of Interest Disclosure Form

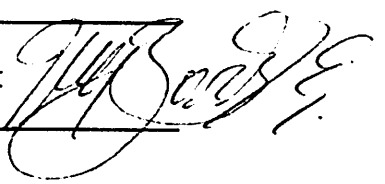
The award of this Contract is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose within their Bid the name of any officer, director, employee or agent (or their spouse or child) who is also an employee or officer of the Aviation Authority.

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

Comments:
N/A

Acknowledged by:
Victor Bardales

Firm Name:
Corelusa Plant Services Inc.

Signature of Authorized Representative: 

Name and Title (Print or Type):
Victor Bardales- President/ CEO

Date: 11- 27- 2021

Attachment F - Certification Regarding Prohibition Against Contracting with Scrutinized Companies

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

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

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

Name of Respondent: Victor Bardales

By: _____
(Authorized Signature)

Title: President/ CEO

Date: 11-22-2021

Attachment G – MWBE/LDB/VBE Business Plan

GREATER ORLANDO AVIATION AUTHORITY
SMALL BUSINESS PLAN

The Greater Orlando Aviation Authority ("Aviation Authority") is committed to the participation of small businesses and the economic growth and vitality of the local economy. The Aviation Authority strive to ensure maximum inclusion of minority, women and locally owned small businesses in agency procurements. We expect equal commitment from our majority firms and other prime contractors to be diligent in their efforts to partner with and support small businesses through capacity building and development programs.

In our effort to ensure opportunity, the Aviation Authority requires all Bidders to submit a Small Business Plan where you identify subcontracting possibilities, areas of participation, estimate dollar value for such opportunity.

SOLICITATION:

_____

DATE OF PLAN SUBMISSION:

_____

CONTRACTOR:

_____

ADDRESS:

_____

STATE/ZIP CODE _____

ITEM/SERVICE (Description):

_____

_____

_____

_____

_____

NEW / INITIAL CONTRACT

PERIOD OF CONTRACT PERFORMANCE: From _____ to _____

Base (if options apply) $_____ Scope of Work_____

Option 1: $_____ Scope of Work _____

Option 2: $_____ Scope of Work _____

$_____TOTAL CONTRACT COST

ITEM/SERVICES

Item/Services	Quantity	Rates	Total

Develop and promote company-wide policy initiatives that demonstrate the company supports the award of contracts and subcontracts to Small Business concerns; and for assuring that these concerns are included on the source lists regarding solicitations for products and services they are capable of providing: _____**Yes** _____ **No**

Assure that Small Businesses are included on the Bidders lists for every subcontract solicitation for products and services that they are capable of providing: _____**Yes** _____ **No**

Ensure that Invitation For Bids (IFBs) are designed to permit the maximum practicable participation of Small Business concerns: _____**Yes** _____ **No**

Participate in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.: _____**Yes** _____ **No**

Ensure that Small Business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive Bids to the company: _____**Yes** _____ **No**

Monitor the company's subcontracting program performance and make adjustments as necessary to achieve the subcontract plan goals: _____**Yes** _____ **No**

Equitable Opportunity

Describe efforts the Bidders will undertake to ensure that Small Businesses concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

1. Attendance at Pre-Bid meeting, if any, scheduled by the Aviation Authority to inform Small Businesses subcontracting opportunities as well as trade fairs;
2. Maintain a list of Small Businesses firms contacted;
3. Maintain copies of correspondence with Small Business to solicit their Bids, as well as certified return receipts;
4. Providing evidence of information provided to the Small Business regarding the specific work the contractor intends to subcontract.
5. Bidders shall make reasonable efforts to divide the work elements into smaller packages which are well suited to SMALL BUSINESS participation;
6. Provide documentation that Bidder provided interested Small Businesses with assistance in reviewing the contract plans, specifications, and the terms and conditions of the general contract, subcontract, and addenda;
7. Prompt notice to Small Businesses of addenda affecting specific trade contractors;
8. Contact minority and small business trade associations;
9. Review GOAA Policies from the GOAA website (https://www.orlandoairports.net/airport-business/):
   i. 1200-01 Local Developing Business (LDB) Program;
   ii. 1200-02 Minority and Women Business Enterprise (MWBE) Program; &
   iii. 1200-04 Small Business Development - Veteran Business Enterprise (VBE)

b. Internal efforts to guide and encourage purchasing personnel:

1. Conduct workshops, seminars and training programs;
2. Establish, maintain, and utilize small business directories, lists, guides, and other data for soliciting subcontractors; and
3. Monitor activities to evaluate compliance with the subcontracting plan.

REQUIRED SIGNATURES:

NAME: _____

TITLE: _____

ADDRESS: _____

_____

TELEPHONE: _____

E-MAIL: _____

Attachment H - Current W9

Request for Taxpayer Identification Number and Certification ▶
Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

Corelusa Plant Services, Inc.

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

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

1942 Via Lago Dr

Requester's name and address (optional)

6 City, state, and ZIP code

Lakeland, FL 33810

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				

or

Employer identification number

0	3	-	0	5	6	4	0	9	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 2-17-2022

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/17/2022

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
Brown & Brown of Florida, Inc.
P.O. Box 173086
Tampa FL 33672

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E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Hartford Fire Insurance Company	19682
INSURER B :	Twin City Fire Insurance Company	29459
INSURER C :	Underwriters at Lloyd's, London (Illinois)	
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Corelusa Plant Services Inc
1942 Via Lago Dr
Lakeland FL 33810

COVERAGES **CERTIFICATE NUMBER:** CL2181720978 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	21SBMRM1333	09/21/2021	09/21/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y	Y	21SBMRM1333	09/21/2021	09/21/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			21SBMRM1333	09/21/2021	09/21/2022	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	21WECAB8FYK	09/21/2021	09/21/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			ANE4510923.21	06/11/2021	06/11/2022	Deductible	1,000,000 5,000 Ea. Claim

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 of Orlando and their members; members of the Aviation Authority's Board and the City's Council and members of the citizens officers, employees, and agents is an additional insured with regards to General Liability and Auto Liability. Waiver of Subrogation applies and 30-day notice of cancellation will be provided.

CERTIFICATE HOLDER
Greater Orlando Aviation Authority
8652 Casa Verde Road
, Bldg 811
Orlando FL 32827

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

AUTHORIZED REPRESENTATIVE

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C.** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G.** - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **MEDICAL EXPENSES**

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

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

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

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

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section **D.** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. **Applicable To Medical Expenses Coverage**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**

      To any insured, except "volunteer workers".

   b. **Hired Person**

      To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**

      To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers' Compensation And Similar Laws**

      To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**

      To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

   f. **Products-Completed Operations Hazard**

      Included with the "products-completed operations hazard".

   g. **Business Liability Exclusions**

      Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

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

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

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

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

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

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

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. **Financial Responsibility Laws**

   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. **Legal Action Against Us**

   No person or organization has a right under this Coverage Form:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom a claim is made or "suit" is brought.

6. **Representations**

   a. When You Accept This Policy

   By accepting this policy, you agree:

   (1) The statements in the Declarations are accurate and complete;

   (2) Those statements are based upon representations you made to us; and

   (3) We have issued this policy in reliance upon your representations.

   b. Unintentional Failure To Disclose Hazards

   If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. **Other Insurance**

   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. Primary Insurance

   This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

   b. Excess Insurance

   This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

   (1) Your Work

   That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

   (2) Premises Rented To You

   That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

   (3) Tenant Liability

   That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

   (4) Aircraft, Auto Or Watercraft

   If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

   (5) Property Damage To Borrowed Equipment Or Use Of Elevators

   If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

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

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

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

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

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

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph **6.** (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section **C.**, Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

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

   This insurance does not apply to:

   (1) Any "occurrence" that takes place after you cease to lease that land; or

   (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

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

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

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

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. **(1)** Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

We waive any right of recovery we may have against:

1. Any person or organization shown in the Declarations, or
2. Any person or organization with whom you have a contract that requires such waiver.

© 2000, The Hartford



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 21 WEC AB8FYK **Endorsement Number:** 1
Effective Date: 09/21/21 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: CORELUSA PLANT SERVICES INC
1942 VIA LAGO DR
LAKELAND FL 33810

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

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

SCHEDULE

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

Attachment J - Letter of Bondability or Letter of Credit

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

CapSpecialty
A Community of Insurance Specialists
500 Northridge Road, Suite 375
Atlanta, GA 30350
Phone: 866.509.7322
CapSpecialty.com

November 15, 2021

Greater Orlando Aviation Authority
8652 Casa Verde Rd., Bldg 811
Orlando, FL 32827

Re: Letter of Bondability

This letter is provided on behalf of Corelusa Plant Services, Inc. for the Greater Orlando Aviation Authority.

Corelusa Plant Services, Inc. is interested in submitting a bid to GOAA. We understand a "Letter of Bondability" is one of the requirements of parties interested in this project.

At this time, Capitol Indemnity Corporation and Platte River Insurance Company are favorably inclined to consider bonds for Corelusa Plant Services, Inc. subject to underwriting considerations at the time of a bond request. Capitol Indemnity Corporation and Platte River Insurance Company currently have extended a line of surety credit for Corelusa Plant services, Inc with a single size bond of $100,000 and a total bond capacity of $100,000

Bond requests are a confidential matter between the Surety and Contractor/Company and subject to conditions at the time of the bid.

Capitol Indemnity Corporation/Platte River Insurance Company is rated A IX (Excellent) by A.M Best Company.

Sincerely,

Capitol Indemnity Corporation/Platte River Insurance Company

Nita Tonne, Attorney in fact

CAPITOL INDEMNITY CORPORATION
POWER OF ATTORNEY

60129556

KNOW ALL MEN BY THESE PRESENTS, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

NITA E. TONNE

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN ANAMOUNT NOT TO EXCEED: $20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 8th day of January, 2002.

"**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent
Assistant Secretary

CAPITOL INDEMNITY CORPORATION

Stephen J. Sills
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 15th day of November, 2021.

Antonio Celij
General Counsel, Vice President & Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GRAY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

CIC-POA (Rev. 10-2017)

GREATER ORLANDO AVIATION AUTHORITY
AGENDA

DATE: FEBRUARY 16, 2022 DAY: WEDNESDAY TIME: 2:00 P.M.

PLACE: CARL T. LANGFORD BOARD ROOM, ORLANDO INTERNATIONAL AIRPORT, ONE JEFF FUQUA BOULEVARD

The Aviation Authority is subject to federal mask mandates. Federal law requires wearing a mask at all times in and on the airport property. Failure to comply may result in removal and denial of re-entry. Refusing to wear a mask in or on the airport property is a violation of federal law; individuals may be subject to penalties under federal law.

Currently, seating inside the Board Room is limited to 25 and lobby seating is limited to 10 seats. Attendance is on a first-come, first-served basis. No standing in the lobby will be permitted.

Individuals who wish to speak at the Board meeting on an item being considered on the agenda will be asked to fill out a speaker request card. GOAA live streams the meeting over Orange TV and its own You Tube channel (OrlandoAirports) so that the public can monitor the proceedings. The meeting can also be streamed through the GOAA website, www.OrlandoAirports.net.

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. CONSIDERATION OF AVIATION AUTHORITY MINUTES FOR DECEMBER 15, 2021

VI. RECOGNIZING YEARS OF SERVICE

VII. CONSENT AGENDA

(These items are considered routine and will be acted upon by the Aviation Authority in one motion. If discussion is requested on an item, it will be considered separately. Items under this section are less than $325,000 dollars)

A. Recommendation to Accept Committee Minutes
B. Recommendation to Dispose of Surplus Property
C. Recommendation of the Construction Committee to Approve Amendment No. 13 to Addendum No. 13 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for Project Bid Package (BP) No. S00144, South Terminal C, Phase 1, Airside Terminal Enclosures and Exterior Finishes (Guaranteed Maximum Price (GMP) No. 6-S.2) at the Orlando International Airport
D. Recommendation of the Construction Committee to Approve No-Cost Addenda to the Continuing Environmental Engineering Consulting Services Agreements at the Orlando International Airport, Orlando Executive Airport, and Other Facilities operated by the Aviation Authority, to Exercise the Second and Final One-Year Renewal Option
E. Recommendation to Accept a Community Planning Technical Assistance Grant Agreement for Orlando International Airport from the Florida Department of Economic Opportunity
F. Recommendation to Reject All Proposals Submitted for Sculptural Art in South Terminal and Not to Readvertise; to Authorize Use of Previously Allocated Discretionary Funds for Installation of Existing Aviation Authority Owned Artworks; and to Authorize Funding for Balance of Installation Costs)
G. Recommendation to Authorize Personal Leave Hours for Payroll Business Continuity Essential Personnel
H. Recommendation to Approve the Resolution of the Greater Orlando Aviation Authority adopting the Orange County Local Mitigation Strategy (LMS) Plan
I. Recommendation to change the name of the unnamed access roadway to the Vehicle Maintenance Facility to Flagler Avenue
J. Recommendation to approve Amendment No. 20 to Fixed Base Operator Lease Agreement with Sheltair Orlando Air Center, Inc. ("Sheltair") at the Orlando Executive Airport
K. Recommendation of the Construction Committee to Approve Change Order(s) to Various Contracts
L. Recommendation to Amend Organizational Policy 110.05 – Appointed Position Wage Plan and to Establish Organizational Policy 120.16 – Compensation Committee
M. Recommendation of the Capital Management Committee to Approve the Transfer from Capital Improvement Program Health and Safety – General to Health and Safety – Virtual Ramp Control

NOTE: Any person who desires to appeal any decision made at these meetings will need record of the proceedings and for that purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based.

VIII. CHIEF EXECUTIVE OFFICER'S REPORT

IX. NEW BUSINESS

(Pursuant to Florida Statute 332.0075, contracts in excess of $325,000 are listed under this section as separate line items)

A. Recommendation of the Construction Committee to Approve Amendment No. 15 to Addendum No. 16 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Hensel Phelps Construction, for Project Bid Package (BP) No. S00168, South Terminal C, Phase 1, Airside Terminal Interiors, Finishes and Specialties (Guaranteed Maximum Price (GMP) No. 6-S.4) at the Orlando International Airport

B. Recommendation of the Construction Committee to Approve Amendment No. 4 to Addendum No. 23 to the Construction Management at Risk (CM@R) Entity Services for South Terminal C, Phase 1, Agreement with Turner-Kiewit Joint Venture, for Project Bid Package (BP) No. S00178, South Terminal C, Phase 1, Airfield Civil (Guaranteed Maximum Price (GMP) No. 19-S) at the Orlando International Airport

C. Recommendation of the Construction Committee to Approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for Project V-S00019, South Terminal C (STC) Landside Terminal (LST) Airport Operations Center (AOC) Buildout, at the Orlando International Airport

D. Recommendation of the Construction Committee to Approve a Job Order Construction Services Addendum to the Continuing Vertical Construction Services Agreement with Gomez Construction Co. for Project V-S00020, South Terminal C (STC) Landside Terminal (LST) Virtual Ramp Control (VRC) Infrastructure Installation, at the Orlando International Airport

E. Recommendation to Award Purchasing Single Source 09-22, Maintenance and Support Contract for the Experiential Media Environment (EME) for South Terminal C to Electrosonic, Inc. (Electrosonic)

F. Recommendation of the Concessions/Procurement Committee to Approve the Purchases of Computer Hardware and Software Maintenance Support, License Renewals and Technology-Related Subscriptions

G. Recommendation of the Concessions/Procurement Committee to Award Invitation for Bid (IFB) 14-22, Predictive Maintenance and Vibration Analysis, at the Orlando International Airport, to Corelusa Plant Services, Inc.

H. Recommendation of the Concessions/Procurement Committee to Award Invitation for Bid 19-22, Vehicle Towing and Storage Services at Orlando International Airport and Orlando Executive Airport to Able Towing & Roadside, LLC

I. Recommendation of the Concessions/Procurement Services Committee to Rank Firms to Review/Rank/Award Request for Proposal 20-22 Central Receiving and Distribution Center Services

J. Recommendation to Approve Supplemental In-Terminal Relief Resolution for Duty Free/Duty Paid Concession

K. Recommendation to Approve Chief Executive Officer Contract

X. INFORMATION SECTION

(No action is required on the item(s). Board members should feel free to ask questions on the item(s).)

A. Notification of Committee Recommendations to the Chief Executive Officer for Approval for February 16, 2022, Aviation Authority Board Meeting

B. Notification of Release of RFP/RFB/RFQ/IFBs

C. Notification of the Professional Services Committee's Approval of the Lists of Pre-Qualified Subcontractors/Suppliers for Major Trade Packages for the South Terminal C, Phase 1, Program, at the Orlando International Airport

D. Construction Progress Report

For individuals who conduct lobbying activities with Aviation Authority employees or Board members, registration with the Aviation Authority is required each year prior to conducting any lobbying activities. A statement of expenditures incurred in connection with those lobbying instances should also be filed prior to April 1 of each year for the preceding year. Lobbying any Aviation Authority Staff who are members of any committee responsible for ranking Proposals, Letters of Interest, Statements of Qualifications or Bids and thereafter forwarding those recommendations to the Board and/or Board Members is prohibited from the time that a Request for Proposals, Request for Letters of Interests, Request for Qualifications or Request for Bids is released to the time that the Board makes an award. The lobbyist shall file a Notice of Lobbying (Form 4) detailing each instance of lobbying to the Aviation Authority within 7 calendar days of such lobbying. Lobbyists will also provide a notice to the Aviation Authority when meeting with the Mayor of the City of Orlando or the Mayor of Orange County at their offices. The policy, forms, and instructions are available on the Aviation Authority's offices web site. Please contact the Chief Administrative Officer with questions at (407) 825-7105.

NEXT SCHEDULED AVIATION AUTHORITY BOARD MEETING IS ON WEDNESDAY, MARCH 16, 2022

GREATER ORLANDO AVIATION AUTHORITY

Orlando International Airport
One Jeff Fuqua Boulevard
Orlando, Florida 32827-4399

MEMORANDUM

TO: Members of the Aviation Authority

FROM: Brad Friel, Chairman, Concessions/Procurement Committee

DATE: February 16, 2022

ITEM DESCRIPTION

Recommendation of the Concessions/Procurement Committee to Award Invitation for Bid (IFB) 14-22, Predictive Maintenance and Vibration Analysis, at the Orlando International Airport, to Corelusa Plant Services, Inc.

BACKGROUND

The term of the Contract is for thirty-six (36) months with initial service to commence on or about June 1, 2022, and with the Aviation Authority having options to renew the Contract for two (2) additional periods of one (1) year each.

The Contractor shall provide all supervision, labor, equipment, tools, materials, supplies, and other items necessary or proper for, or incidental to developing and implementing a complete comprehensive predictive maintenance and vibration analysis program, including performing routine services on certain types of chiller equipment located at the Orlando International Airport ("OIA") in accordance with this Specification in accordance with the Contract Documents.

The previous contract (Contract 13-17) was approved by the Aviation Authority Board on April 19, 2017, in the not-to-exceed amount of $290,100.00 for the initial term of 36 months. It was extended by two (2) one (1) year renewal options. As of today, the department has spent $307,775.00 on Contract 13-17. The main reason that the amount spent is lower is that the Aviation Authority reduced the estimated spending value of the contract due to COVID 19.

This Contract does not include a Minority and Women Business Enterprise (MWBE) or a Local Developing Business (LDB) participation requirement due to the following factor(s): (1) Highly specialized service which requires to be certified in Vibration Analysis by the Vibration Institute or National Institute for Certification in Engineering Technologies; (2) Cost of insurance for access to the airfield which limits the number of certified small businesses available to participate; and (3) The Small Business Development Department could not find certified small businesses that could provide these services.

ISSUES

On October 25, 2021, the Aviation Authority issued IFB 14-22 for Predictive Maintenance and Vibration Analysis. The Aviation Authority notified 281 Suppliers thru Mercell Source-to-Contract formally known as Negometrix of the solicitation opportunity. Three Suppliers viewed the solicitation, and one downloaded the solicitation. On November 9, 2021, one Supplier participated in the Pre-Bid Conference.

On November 30, 2021, one response was received from Corelusa Plant Services, Inc. for a total three year bid price of $269,550.

References for Corelusa Plant Services, Inc. were checked and based thereon was determined to be responsive. Staff reviewed the submittal provided and the Bidder was responsive and responsible. Pricing is based on a monthly price, hourly rate, and mark-up percentage multiplied by the estimated number of months, annual hours or annual service. The actual amount paid is based on actual work requested by the Aviation Authority and satisfactorily provided by Corelusa Plant Services, Inc. The value of the thirty-six (36) month Contract is a not-to-exceed amount of $269,550 which includes repair and maintenance services, purchase of additional parts, materials, equipment rentals, and additional work hours.

The monthly price is approximately seven percent (7%) less than the previously awarded thirty-six (36) month price. The standard hourly rate for the non-minor laser shaft alignment and the mark-up percentage are the same as the previously awarded thirty-six (36) prices. The monthly price for the predictive maintenance and vibration analysis services and the hourly rates for the non-minor hourly rates for balancing, thermography, vibration analysis, field mechanical repair, adjustment services and additional work hours were reduced due to the reduction of the service calls.

On January 24, 2022, the Concessions/Procurement Committee recommended to Award Invitation for Bid (IFB) 14-22, Predictive Maintenance and Vibration Analysis, at the Orlando International Airport, with Corelusa Plant Services, Inc., as outlined in the memorandum.

ALTERNATIVES

None.

FISCAL IMPACT

The fiscal impact of the Award Invitation for Bid (IFB) 14-22 is the not-to-exceed amount of $269,550. Funds anticipated to be spent under the contract in the current fiscal year are within budget. Funding required in current and subsequent fiscal years will be allocated from the Operation and Maintenance Funds, as approved through the budget process and when funds become available.

RECOMMENDED ACTION

It is respectfully requested that the Aviation Authority Board resolve to accept the recommendation of the Concessions/Procurement Committee and approve the Invitation for Bid (IFB) 14-22, Predictive Maintenance and Vibration Analysis at the Orlando International Airport, to Corelusa Plant Services, Inc., for the total not-to-exceed amount of $269,550, with funding from the Operation and Maintenance Funds; and authorize an Aviation Authority Officer or the Chief Executive Officer to execute the necessary documents following satisfactory review by legal counsel.