

Agenda Item: 6A6
MS | MB 7-0
R-2023-0219

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 7, 2023

Consent Regular
 Workshop Public Hearing

Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) A Contract for the Operation and Maintenance of Baggage Handling Systems at the Palm Beach International Airport (PBI) with John Bean Technologies Corporation (JBT) (Contract No. 23-015/MD) (Contract), commencing on February 28, 2023, and expiring on February 27, 2025, for an amount not to exceed \$4,417,698.07 during the initial 24-month term, with three one-year options to renew; and
- (B) A Budget Transfer in the amount of \$295,000 in the Airport's Improvement and Development Fund to provide budget for the project; including a transfer from Reserves in the amount of \$295,000. This project is partially funded under the current year's budget.

Summary: This Contract provides for the operation, maintenance and repair of all inbound and outbound automated Checked Baggage Inspection Systems/Checked Baggage Reconciliation Areas (CBIS/CBRA) and manual sortation Baggage Handling System (BHS) and their related equipment at PBI. The current Master Agreement #16-013R/LJ (R-2016-1619, as amended) expires on February 27, 2023, with no renewal options. This Contract has an initial two-year term with three one-year options to renew at the sole discretion of the County. The total not to exceed amount for the initial two-year term includes \$958,650 to update the controls that sort, scan, encode, transport and deliver passenger baggage to the designated airline and \$360,000 for any equipment, parts, supplies or services that may be required for the on-going repair and maintenance of the system. These components are required to meet specific parameters established by the Transportation Security Administration (TSA) for passenger baggage inspection and handling. Airlines utilizing the BHS at PBI pay for the full cost of the system through rates and charges established annually in accordance with the Signatory Airline Agreement (R-2019-1155). JBT's principal place of business is Ogden, Utah. This Contract was established through a competitive solicitation issued by the Purchasing Department. This Contract was presented to the Goal Setting Committee on July 6, 2022, and a Small Business Enterprise (SBE) Price Preference Affirmative Procurement Initiative was applied. JBT committed to the highest SBE participation at 17.60%. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of \$325,000 provided in Section 287.017, Florida Statutes, on a consent agenda. This Contract exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)**

Background and Policy Issues: The BHS provides for the sortation and conveyance of checked baggage from the ticket counters to baggage makeup areas for pick up by the airlines. The CBIS, as part of the BHS, begins when bags are diverted from the infeed mainline conveyor for inspection and ends when bags are merged back onto the outbound mainline conveyor for delivery to the airlines for transport. When bags are alarmed by the screening equipment they are sent to the CBRA room for further investigation by the TSA prior to processing to the airline for transport. The BHS also provides for the delivery of baggage to carousels for passenger pick up.

Attachments:

- 1. Contract (3 - originals)
- 2. Budget Transfer

Recommended By: *Laura Buba* 1-13-23
Department Director Date

Approved By: *JC Baker* 1/31/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$945,000	\$13,650			
Operating Costs	\$998,054	\$1,732,620	\$728,374		
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,943,054	\$1,746,270	\$728,374	\$-0-	\$-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit 2547 Object 4180, 4620, 4623
 Fund 4111 Department 121 Unit A433 Object 6505
 Reporting Category _____

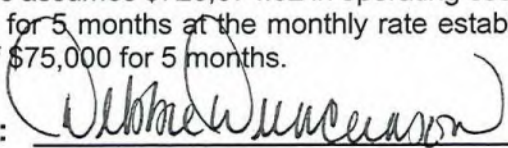
B. Recommended Sources of Funds/Summary of Fiscal Impact:

A transfer from Reserves in the amount of \$295,000 is being requested. This project is partially funded in the current year's budget.

The initial term of the Contact commences on February 28, 2023, and ends on February 27, 2025. For FY2023, the fiscal impact analysis assumes \$893,054.42 in operating costs at the monthly rate established for Contract Year 1 for 7 months and special project work in the amount of \$105,000 for 7 months; and capital improvement expenditures of \$945,000.

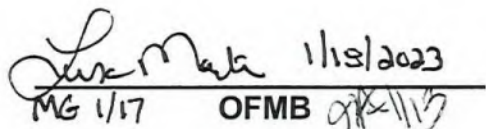
For FY2024, the fiscal impact analysis assumes \$1,732,619.64 in operating costs, which includes \$1,552,619.64 in operations and maintenance costs for 5 months at the monthly rate established for Contract Year 1 and 7 months at the monthly rate for established for Contract Year 2 and special project work in the amount of \$180,000 for 12 months; and capital expenditures in the amount of \$13,650.

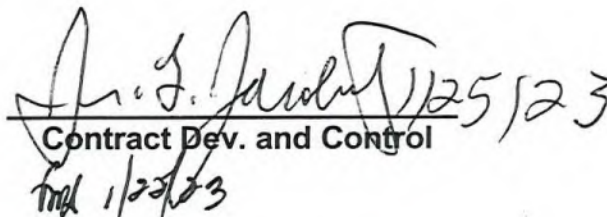
For FY2025, the fiscal impact analysis assumes \$728,374.02 in operating costs, which includes \$653,374.02 in operating and maintenance costs for 5 months at the monthly rate established for Contract Year 2 and special project work in the amount of \$75,000 for 5 months.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


 MG 1/17 OFMB 1/17


 Contract Dev. and Control
 ml 1/25/23

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17
 (THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

CONTRACT FOR R2023 0219
**OPERATION AND MAINTENANCE OF BAGGAGE HANDLING
SYSTEMS AT PALM BEACH INTERNATIONAL AIRPORT**
(Contract No. 23-015/MD)

This Contract No. 23-015/MD is made as of this _____ day of FEB 07 2023, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and John Bean Technologies Corporation, 1805 West 2550 South, Ogden, Utah 84401, a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to operate, maintain, and repair all inbound, outbound automated Checked Baggage Inspection System/Checked Baggage Reconciliation Areas (CBIS/CBRA) and manual sortation Baggage Handling Systems (BHS) for the Department of Airports in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated November 15, 2022, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Shawna Larose, Director of Airport Properties, telephone number (561) 471-7472 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Frank Moore, President/General Manager, telephone number (801) 629-3264.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFP No. 23-015/MD and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated November 15, 2022; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on February 28, 2023, and complete all services by February 27, 2025, with three (3) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all maintenance services, subcontracted work, reimbursable parts/materials, and special project work shall not exceed a total contract amount of Four Million Four Hundred Seventeen Thousand Six Hundred Ninety-Eight Dollars and Seven Cents (\$4,417,698.07), comprised of the following annual not-to-exceed amounts:

For the performance of operation and maintenance of the BHS, the CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set for in Exhibit B. The total amount to be paid by the COUNTY under this Contract for operations and maintenance shall not exceed Three Million Ninety-Nine Thousand Forty-Eight Dollars and Seven Cents (\$3,099,048.07).

The total amount to be paid by the COUNTY under this Contract for Special Project Work, subcontracted/support work, parts or materials, and upgrade for the software/hardware shall not exceed One Million Three Hundred Eighteen Thousand Six Hundred Fifty Dollars and No Cents (\$1,318,650.00) and as indicated below.

The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached.

- B. For the hours performed by the CONTRACTOR for Special Project Work per the Scope of Work/Services approved by the COUNTY, the CONTRACTOR will invoice the COUNTY at the hourly rates as set forth in Exhibit B. All requests for payment of such hours shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work/Services described in this Contract.
- C. For the hours performed by the CONTRACTOR for subcontracted/support work approved by the COUNTY, the CONTRACTOR will invoice the COUNTY at the CONTRACTOR's subcontractor's fee plus the percentage markup set forth in Exhibit B. Invoices shall clearly indicate the nature of the work, the total price, and the system in which it was used.
- D. The CONTRACTOR shall separately invoice the COUNTY for any parts or materials authorized by the COUNTY supplied by the CONTRACTOR as provided in the Scope of Work/Services. Invoices shall include the original manufacturer or vendor invoice for such parts and materials in addition to any other documentation requested by the COUNTY necessary to evidence the costs incurred by the CONTRACTOR.

- E. Invoices shall be at the CONTRACTOR's purchase price, plus the percentage markup set forth in Exhibit B. Invoices shall clearly indicate the nature of the part (by part number), the unit, the total price, and the system in which it was used.
- F. The CONTRACTOR shall separately invoice the COUNTY for any upgrade for software/hardware or materials authorized by the COUNTY supplied by the CONTRACTOR as provided in the Scope of Work/Services.

Invoices shall be at the CONTRACTOR's upgrade cost plus the percentage markup set forth in Exhibit B. Invoices shall clearly indicate the nature of the part (by part number), the unit, the total price, and the system in which it was used.

- G. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Invoices shall be submitted to the COUNTY's representative within sixty (60) days of the date work was performed. Invoices older than sixty (60) days may be rejected by COUNTY. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- H. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O.BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix B, Business Information Page, of Exhibit B, CONTRACTOR's proposal must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- I. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.
- J. In order to do business with Palm Beach County, CONTRACTORS are required to create a Vendor Registration Account OR activate an existing Vendor

Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use subcontractors/subconsultants, CONTRACTOR must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/subcontractor agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its subcontractors/subconsultants are registered in VSS.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - PERFORMANCE BOND

The CONTRACTOR shall furnish, to the COUNTY, a Performance Bond or Clean Irrevocable Letter of Credit for one hundred (100%) of the Contract amount, prior to commencement of work, and shall keep the same in full force and effect during the entire term of this Contract.

The CONTRACTOR shall furnish a Performance Bond in a form and format satisfactory to the COUNTY as security for the faithful performance of the Contract, resulting from the award of RFP No. 23-015/MD and for the payment of all costs incurred by the COUNTY to obtain a replacement contract, in the event the CONTRACTOR fails to perform as required under the Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the CONTRACTOR's failure to perform the Contract whether direct, indirect, actual, consequential, or incidental, and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Beach County Department of Airports or the COUNTY's staff. In addition, the Performance Bond shall fully comply with the COUNTY's requirements and format as set forth in Palm Beach County PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance Bond is to ensure the faithful performance of all the requirements of the Contract (RFP No. 23-015/MD), and to save, defend, indemnify, and hold harmless the COUNTY from any and all damages, costs, fees, and expenses either directly or indirectly

arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity, as issued by the United States Department of Treasury under 31.U.S.C., sections 9304 through 9308. The CONTRACTOR shall verify with the COUNTY, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The CONTRACTOR must furnish the executed Bond prior to the COUNTY's approval of Contract.

A cashier's check or Letter of Credit, from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of a Letter of Credit shall be substantially the same as that required of the Performance Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the COUNTY's requirements set forth in Palm Beach County PPM #CW-F-055; and, the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the RFP and PPM #CW-F-055, the latter shall control.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 7 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 8 - TERMINATION

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY

to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.

- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.
- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:
 - 1. Stop work on the date and to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, CONTRACTOR's proposal, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK

All individuals working at the airport must pass a Criminal History Records Check (CHRC) and Security Threat Assessment (STA). Each individual requesting unescorted access authority onto the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA), will be required to submit to a finger-print based Criminal History Records Check that does not disclose that the individual has a disqualifying criminal offense, as listed in 49 CRF 1542.209. When determining if an individual will be granted unescorted access to the AOA, the Department of Airports Security Office will apply the policies and procedures set forth in 1542.209. An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed in 1542.209 in any jurisdiction during the ten (10) years before the date of the individual's application for unescorted access authority. Fingerprinting at PBI is conducted electronically by the Airport Security Office, and submitted to the FBI after being reviewed by the designated authorized clearinghouse.

The fees are as follows: Criminal history check and fingerprinting - \$40.00 (company check, credit card or money order only). Annual badge fee - \$15.00. Recurrent background check every two (2) years \$40.00. Lost badge replacement - \$100.00. Non-Returned badges fee \$100.00. The fees may be amended from time to time. Call the PBI Security Office at (561) 471-7481 for the current fee schedule. The CONTRACTOR shall be responsible for these fees. In addition, all badges must be returned to the Department of Airports, Security Office upon termination of services or removal of any employees due to security violations. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all "persons" meaning an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity.

1. The CONTRACTOR, its subcontractors, and all their employees shall be subject to all rules, regulations, policies and procedures pertaining to security at Palm Beach International Airport (see web location below). Any violation or disregard for rules, regulations or policies may be cause for immediate termination. http://palmbeach.fl.elaws.us/code/coor_apxid333568_apxb
2. All personnel, vehicles, materials, tools, packages, etc., brought onto and/or removed from Airport property may be subject to inspection by a Security Officer. Firearms, explosives, and prohibited items defined by The Department of Homeland Security shall NOT be brought onto the Airport's property. **VIOLATORS WILL BE PROSECUTED.**
3. All CONTRACTOR's employees shall have in their possession a valid security badge with the Escort designation. The CONTRACTOR shall be responsible for, at its own expense, obtaining proper security clearance, fingerprinting, training,

badges required to access the restricted areas of the airport including the Air Operations Area (AOA), Security Identification Display Area (SIDA), Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. The CONTRACTOR's employees, including new hires, must be legal to work in the United States. The CONTRACTOR shall confirm citizenship of all foreign-born employees and alien numbers (Green Card), if not US citizen. PBI Security Office is located on level two in the main terminal facility (561-471-7481).

ARTICLE 11 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 12 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;

- Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 12 is a material breach of this Contract.

- i. CONTRACTOR shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the CONTRACTOR shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONTRACTOR must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subcontractors/suconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONTRACTOR's records and interview subcontractors/subconsultants.

Failure to comply with this Article 12 is a material breach of this Contract.

ARTICLE 13 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 14 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 15 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Megan Davis, Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$5,000,000** Each Occurrence, **\$10,000,000** Aggregate. CONTRACTOR agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Premises/Operations, Personal Injury, Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (if applicable), Contractual Liability, Cross Liability or Severability of Interests.
- B. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$5,000,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONTRACTOR

agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 - DX
Duluth, GA 30096

- G. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance,

including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 16 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 18 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR.

ARTICLE 19 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance

or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 20 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

ARTICLE 21 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the

work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 24 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - PUBLIC RECORDS, ACCESS AND AUDITS

The COUNTY shall have the right to request and review CONTRACTOR's books and records to verify CONTRACTOR's compliance with this Contract, adherence to the EBO Program and its proposal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONTRACTOR shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONTRACTOR shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONTRACTOR is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges and expenses shall be

determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- C. 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 public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall 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 by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONTRACTOR acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONTRACTOR to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 26 - NON-DISCRIMINATION

A. Employer Non-Discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

B. Commercial Non-Discrimination

As a condition of entering into this Contract, the CONTRACTOR represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONTRACTOR retaliate against any person for reporting instances of such discrimination. The CONTRACTOR shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONTRACTOR understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR shall include this language in its subcontracts.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this

Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 30 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 31 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion

date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 32 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Laura Beebe, Director
Palm Beach County Department of Airports
846 8th Street
West Palm Beach, FL 33406

If sent to the CONTRACTOR, notices shall be addressed to:

Frank Moore, President / General Manager
John Bean Technologies Corporation
1805 West 2550 South
Ogen, Utah 84401

ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 31 - Modifications of Work.

ARTICLE 34 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 34 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 35 - E-VERIFY – EMPLOYMENT ELIGIBILITY

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONTRACTOR's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONTRACTOR to terminate its contract with the subconsultant and CONTRACTOR shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 36 - FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities") as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this Contract, COUNTY will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to CONTRACTOR under this Contract until CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** CONTRACTOR will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. CONTRACTOR will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 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);
- 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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- 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);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. CONTRACTOR for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that CONTRACTOR will use the CONTRACTOR Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Lease and to enter or re-enter and repossess the CONTRACTOR Premises and any License Area and the facilities thereon, and hold the same as if this Contract had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

CONTRACTOR for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the CONTRACTOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, COUNTY will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.

E. General Civil Rights Provision.

CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

R2023 0219

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY FEB 07 2023
BOARD OF COUNTY COMMISSIONERS:

By: [Signature]
Deputy Clerk

By: [Signature]
Gregg K. Weiss, Mayor



WITNESSES:
[Signature]
Signature

CONTRACTOR:
John Bean Technologies Corporation
Company Name

SUZY SHEDDEN
Name (type or print)

By: [Signature]
Signature

[Signature]
Signature

Frank Moore
Typed Name

JBT APS Controller
Name (type or print)

President / General Manager
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Laura Beebe, Director of Airports

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 23-015/MD

1. PURPOSE OF THE PROJECT

CONTRACTOR shall operate, maintain, and repair all inbound and outbound automated Checked Baggage Inspection Systems/Checked Baggage Reconciliation Areas (CBIS/CBRA) and manual sortation Baggage Handling Systems (BHS) and their related equipment at Palm Beach International Airport (PBI).

2. GENERAL INFORMATION

The outbound baggage handling system is a fully automated in-line Transportation Security Administration (TSA) Planning Guideline and Design Standards Checked Baggage Handling System (CBHS) and (CBRA) integrated with new ticketing counters and post screening baggage sortation systems. Also included in the project scope is the Inbound Baggage Handling System (IBHS) and the Federal Inspection Station (FIS).

3. HISTORY AND BACKGROUND

The CBIS/CBRA in-line baggage handling system was installed at PBI in 2015. The upper level control system that is responsible for live baggage handling control is due to be refreshed in year one (1) of the Contract. CONTRACTOR shall be responsible for providing oversight and escorting of the sole source subcontractor, Brock Solutions, and the tasks labeled "PBI" in the Scope of Work/Services in Attachment A. The airport is open twenty-four (24) hours a day, seven (7) days per week. The terminal concourses are open approximately eighteen (18) hours per day, seven (7) days a week with primary operations estimated from 05:00 a.m. until 11:00 p.m.

4. CONTRACTOR GENERAL REQUIREMENTS

The CONTRACTOR shall be responsible for the following:

- A. Palm Beach County Department of Airports (DOA) requires the CONTRACTOR to incorporate the best business practices in terms of employment methods and labor relations.
- B. The assigned labor shall be stationed at PBI in specific areas designated by the DOA. By arrangement between the DOA and the CONTRACTOR, appropriate and designated staffing on a "will-call" basis shall be established.

- C. The DOA reserves the right to request the CONTRACTOR remove any of the CONTRACTOR's employee(s) should the employee(s) behavior, credentials or licensing not meet the requirements of the DOA.
- D. The CONTRACTOR shall provide each employee a uniform that will be subject to the DOA approval. The CONTRACTOR's uniform shall have a company logo and employee's name clearly visible on the uniform. All employees of the CONTRACTOR shall be professional in appearance, maintain a high level of ethics, workmanship and collaboration.
- E. All employees must pass a comprehensive background check in accordance with all PBIA badging requirements, rules, regulations and policies, as may be amended.
- F. The CONTRACTOR shall hire and maintain a minimum staffing level as outlined in the Key Staff Requirements section to complete all service requirements in this Scope of Work/Services, including management, skilled, technical, and general labor to properly and adequately operate and maintain the equipment. The DOA shall, at its sole discretion, have the final authority to adjust staffing levels.
- G. CONTRACTOR shall temporarily increase or decrease the Maintenance Technician Apprentice positions provided in Section 5.F as needed, at the request of the COUNTY, with ten (10) days' written notice to the CONTRACTOR. The monthly maintenance fee payable by the COUNTY to the CONTRACTOR shall be increased or decreased by the Fully-Burdened Hourly Rate for Maintenance Technician Apprentice positions, as provided in Appendix A, Price Proposal Pages.
- H. All CONTRACTOR personnel shall be fluent in speaking, reading, and writing the English language.

5. **KEY STAFF REQUIREMENTS**

The following Key Staff are required:

- A. Operation and Maintenance Manager
 - 1. The CONTRACTOR shall maintain a full-time Operation and Maintenance (O & M) Manager who shall be responsible for overseeing and directing all O & M services. The O & M Manager shall be available and on site at all times, during normal business hours, available during emergencies and must attend all regularly scheduled or on demand meetings with the DOA or airlines to discuss the operation and maintenance of the CBIS/CBRA/BHS systems. The O & M Manager shall be in charge of, and have overall responsibility for, the work to be carried out in this Scope of Work/Services and as

such shall devote their time exclusively to this task. The O & M Manager shall have a minimum of five (5) years experience with successfully managing the specified services and shall possess an Engineering, Architecture, Construction degree or equivalent education and experience as their primary profession. In addition, the O & M Manager's background must include significant experience in managing critical facilities maintenance services in an environment similar to PBIA. The O & M Manager shall be available for calls twenty-four (24) hours a day, seven (7) days a week. The O & M Manager shall possess the necessary computer skills required to perform trending, queries and analysis of the maintained systems performance histories and have in-depth computer skills, including the ability to receive and send email, and have basic spreadsheet, word processing, and database skills. Proficiency with MS office applications and the ability to create spreadsheets/reports, personnel training and managing personnel is also required. The COUNTY shall have the right to approve the individuals whom the CONTRACTOR intends to hire to fill the position of O & M Manager (regardless of the title given for such position by the CONTRACTOR). Such approval shall not be unreasonably withheld. The O & M Manager shall have overall supervision and management over the daily operations, direct all employees in the maintenance of baggage handling systems, ensures appropriate staffing levels, direct contact for customer service issues, manage exceptional/emergency situations, communicate with the DOA, airlines and TSA, perform and/or supervise administrative work, and all other tasks as required to perform the requirements of this Scope of Work/Services. This position shall be exclusively assigned to the COUNTY, for the performance of services hereunder and shall not be reassigned without prior written approval of the DOA. Such approval shall not be unreasonably withheld.

2. The O & M Manager is responsible for the administration of all the functions required to manage the operation and maintenance activities effectively, including, but not limited to:
 - a. Developing and updating staffing level plans;
 - b. Supervising and managing clerical support;
 - c. Payroll and benefits administration;
 - d. Personnel Administration and training;
 - e. Safety;

- f. Financial reporting;
- g. Maintenance scheduling;
- h. CBIS/CBRA/BHS Control Room operations/staffing;
- i. Managing all personnel;
- j. Inventory Management including:
 - i. Interface with the DOA and the manufacturers of the CBIS/CBRA/BHS for reimbursement of spare parts and labor under warranty, if any;
 - ii. Track the warranty period for all components, labor hours for repairs and cost; and
 - iii. Coordinate with the DOA for any reimbursement of labor;
- k. Operate and maintain the Management Information System (MIS) and the Maintenance Diagnostics System (MDS);
- l. Provide, maintain, store and track all spare part inventory under periodic auditing by the DOA. This includes the ability to purchase, receive, inventory and reconcile usage of an adequate level of spare parts and materials used with a CMMS for control and preventative maintenance scheduling;
- m. Coordinate down system contingency planning and failure protocols with the DOA;
- n. Prepare and submit daily and weekly reports, monthly and annual summary reports regarding the performance, operational and maintenance status of the CBIS/CBRA/BHS systems;
- o. Provide short and long term maintenance, repair and replacement schedules and required budget for the complete system. Specifically one (1), three (3) and five (5) year Capital replacements;
- p. Prepare and maintain budget including but not limited to: capital equipment, capital projects and annual operating budget; and
- q. Act as liaison with COUNTY on all Contract matters.

B. Assistant Operation and Maintenance Manager

The CONTRACTOR shall hire and maintain a minimum of one (1) Assistant O & M Manager who: a) shall be capable of filling in for the

O & M Manager upon his/her absence; b) competent in overseeing the same skill set as the O & M Manager, with a minimum of five (5) years experience with proven skills managing the specified services in addition to administrative tasks such as statistical reporting, management of the Computerized Maintenance Management System (CMMS) and work order coordination; and c) shall report to the O & M Manager. Lead Journeyman Electrical Technician

The CONTRACTOR shall hire and maintain one (1) full time Lead Journeyman Electrical Technician licensed in the State of Florida, who shall be responsible for electrical maintenance activities related to the CBIS/CBRA/BHS and will report directly to the O & M Manager. The Lead Journeyman Electrical Technician shall have a minimum three (3) years experience in an airport environment of similar size and capacity as PBIA. They must also display mechanical and electrical aptitude and strong skills and experience with industrial control devices. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, and control devices, equipment, and components associated with the baggage handling system, including controls, program logic controllers (PLCs), scanner systems, etc. In addition, the Lead Journeyman Electrical Technician shall be competent and versed in the operation and maintenance of all equipment and systems specified in this Scope of Work/Services. The Lead Journeyman Electrical Technician shall have excellent leadership, troubleshooting, and problem solving skills. The Lead Journeyman Electrical Technician shall be responsible for the maintenance services of all equipment and services specified herein from the main equipment disconnect to the end device.

C. Lead Maintenance Technician

The CONTRACTOR shall hire and maintain a minimum of one (1) Lead Maintenance Technician per shift on duty at all times. The Lead Maintenance Technician will be responsible for maintenance activities on their assigned shift and will report directly to the O & M Manager. The Lead Maintenance Technician shall have a minimum three (3) years' experience in an airport environment of similar size and capacity as PBIA and be fully competent and versed in the operation and maintenance of all equipment and systems specified in this Scope of Work/Services, as well as operate, maintain, troubleshoot and repair the mechanical, electrical, and control systems related to the baggage handling systems. The Lead Maintenance Technician shall have excellent leadership, troubleshooting, and problem solving skills. The Lead Maintenance Technician shall be responsible for the maintenance services for all equipment and systems specified in this Scope of Work/Services from the main equipment disconnect to the end device.

D. Maintenance Technician

The CONTRACTOR shall hire and maintain a minimum of one (1) Maintenance Technician per shift on duty at all times. An individual in this position shall be fully competent and versed in the operation and maintenance of all equipment and systems specified in this Scope of Work/Services. An individual in this position shall have excellent maintenance, troubleshooting, and problem solving skills. These individuals shall be able to provide maintenance services for all equipment and systems specified in this Scope of Work/Services from the main equipment disconnect to the end device. These individuals shall have the following qualifications and skill sets: electrical competency, mechanical competency, welding, fabrication, and general mechanical and electrical troubleshooting/problem solving skills. The Technician shall report to the Lead Maintenance Technician.

E. Maintenance Technician Apprentice

The CONTRACTOR shall hire and maintain a minimum of one (1) Maintenance Technician Apprentice per shift on duty at all times. The Maintenance Technician Apprentice position shall serve as a learning position under the supervision of the Maintenance Technician. This position shall have basic electrical, mechanical, and troubleshooting skills and shall be fluent in speaking, reading, and writing the English language. The Maintenance Technician Apprentice shall assist the Maintenance Technician and perform general duties as assigned. The DOA will have final approval on the graduation of Maintenance Technician Apprentice to Maintenance Technician. The Maintenance Technician Apprentice shall support the Manual Encoder Operation while the system is active. This position shall also be assigned to scan, identify and assign bags to the proper sort location for all bags that arrive at the Manual Encoder Station. The Maintenance Technician Apprentice shall assist the Operation and Maintenance group with housekeeping, clearing baggage jams, resetting security routing failures, and other minor faults of the BHS.

F. Control Room Operator/Dispatcher

The CONTRACTOR shall hire and maintain a minimum of one (1) Control Room Operator/Dispatcher on duty at all times when system is in operation. The Control Room Operator/Dispatcher shall have a minimum of one (1) year experience with computerized systems and demonstrate the ability to read various screens and interpret system conditions and status. The Control Room Operator/Dispatcher shall monitor the operational status of the CBIS/CBRA/BHS system from the CBIS/CBRA/BHS Control Room and receive calls and requests at all

hours of the operational day. The Control Room Operator's duties include, but are not limited to:

1. Alerting maintenance personnel through radio communications of faults or failures and dispatch them to the appropriate location;
2. Coordinating with Airport Operations Center regarding notification of CBIS/CBRA/BHS service interruptions, faults and other incidents that impact availability including notification of Airport Operations Center when full CBIS/CBRA/BHS services are restored;
3. Coordinating with airlines and TSA regarding CBIS/CBRA/BHS service interruptions and service restorations;
4. Monitoring system balancing;
5. Monitoring make-up assignments for the user airlines;
6. Analyzing CBIS/CBRA/BHS operational decisions, initiating and coordinating implementation of any backup/fallback procedures necessary to facilitate continued operations (e.g., choosing alternative routings via reversible conveyors, initiating use of fallback tags, coordination with other airlines, etc.); and
7. Ensuring smooth daily startups by reviewing startup checklists and procedures.

The operation staff assigned to the CBIS/CBRA/BHS Control Room will be required to perform specific tasks. These tasks are defined as: a) Daily Tasks, and b) Regularly Scheduled Non-Daily Tasks. The following list along with the CBIS/CBRA/BHS original equipment manufacturer (OEM) manufacturer's recommendations, as referenced in the approved CBIS/CBRA/BHS manufacturer's operation and maintenance manuals, shall be used as minimum requirements for the task assignments for the CBIS/CBRA/BHS Control Room staff.

1. Daily Tasks:
 - a. Log onto the User interface workstation;
 - b. Verify, via the MDS, that there are no devices in an alarm state or condition that will prevent the CBIS/CBRA/BHS conveyors from starting or contact maintenance operations to correct any conditions that may prevent system start-up;

- c. Verify, via the MDS, that all communication links are running and operational (Host/Message Broker BSM, PLCs, etc.);
 - d. Monitor the MDS for any visual and audible alerts, and notify maintenance operations of identifying conditions that may need correction;
 - e. Coordinate and communicate with users and the maintenance operations as required for baggage tub management, ensuring availability at load points at all times;
 - f. Print End-of-Shift reports, log and file;
 - g. Operator Log-Off;
 - h. Fully advise next shift of current conditions and relevant issues, as required;
 - i. Ensure that all previous "End of Day" tasks have been completed;
 - j. Ensure that the maintenance staff has satisfactorily completed and logged all scheduled preventative maintenance (PM) duties;
 - k. Ensure that all daily System Backups have been successfully completed;
 - l. Collect, log and file all "End of Day" reports that had been printed during the nightly "End of Day" processing. (all shifts);
 - m. Ensure all operational areas are properly maintained and clear of trash and/or debris; and
 - n. Print, distribute and file daily reports.
2. Regularly Scheduled Non-Daily Tasks:
- a. Retrieve and file all Alarm Log Reports from all Alarm Printers;
 - b. Support airline requests in retrieving, scanning data during CBIS/CBRA/BHS failures or for specific fail to load baggage; and
 - c. Perform regular PM of Control Room equipment (e.g., clean/dust computer areas and inside and outside of cabinets, check cables, clean or replace computer air filters, etc.).

CONTRACTOR shall provide relief personnel as necessary and/or work overtime as necessary at no additional cost to the COUNTY to ensure that the routine services are performed as required. Minimum daily and weekly routine services hours shall be maintained at all times. CONTRACTOR shall provide for each vacant position a competent replacement that has the authority to carry out the terms and provisions of the Contract.

6. MAINTENANCE SERVICES

- A. The CONTRACTOR will perform maintenance activities on a twenty-four (24) hour per day, seven (7) days per week schedule, including all holidays. The CONTRACTOR shall, in coordination with the DOA, provide additional staffing during peak travel periods inclusive of all holidays and special events in and around the West Palm Beach, FL metropolitan area.
- B. Maintenance activities shall be conducted in a manner that will be non-disruptive to all airline and Airport activities and functions. It is expected that all operational and maintenance activities will be coordinated with the DOA, and effectively communicated in the best and most efficient manner by the CONTRACTOR.
- C. Maintenance practices shall support all performance and key deliverable levels exceeding 97.5%, excluding Maintenance Service Window (MSW).
- D. The CONTRACTOR shall comply with all manufacturers' warranty, operational and preventive maintenance requirements, provisions, and specifications for each process and the associated equipment identified in Attachment C, PBIA Operation and Maintenance Manual. All operational and maintenance work assigned and accomplished shall be documented in a manner directed by the DOA. All documentation shall be made available, submitted and reviewed by the DOA.
- E. For all forms of equipment and services listed in the Scope of Work/Services, the CONTRACTOR shall be responsible for performing the following maintenance services at the direction of the DOA:
 - 1. Preventive Maintenance: The CONTRACTOR shall perform all preventative maintenance requirements established by the DOA and system manufacturer. Preventative Maintenance actions and schedules shall be recorded and tracked by the CONTRACTOR's CMMS work order system. The CONTRACTOR is responsible for completing the paperwork associated with each work order.
 - 2. Reactive Maintenance: Reactive Maintenance shall include, but not be limited to: a) emergency calls, b) requests, c) fault monitoring indicators, and d) the DOA generated work orders and requests.

Reactive maintenance shall be recorded and tracked by the CONTRACTOR through a CMMS work order system.

3. Maintenance Inspections: The CONTRACTOR shall perform daily, weekly, monthly, quarterly, semi-annual, and annual inspections established by the DOA as outlined in Attachment B, Preventative Maintenance and Inspection Checklist. Maintenance Inspection requirements and schedules shall be recorded and tracked by the CONTRACTOR through CMMS work orders. CONTRACTOR, in coordination with the DOA, shall perform such additional inspections as required by circumstance, warranty requirements or at the sole direction of the DOA.
4. Maintenance Reporting: The DOA will, from time to time, designate maintenance reporting requirements and frequencies. The CONTRACTOR shall generate designated/requested reports in compliance with the frequencies and formats determined by the DOA.
5. The CONTRACTOR shall be responsible for all troubleshooting and problem solving situations involved for all equipment and systems specified in this Scope of Work/Services.
6. The CONTRACTOR shall provide a rapid response to emergency repair requirements.
7. For the CBIS/CBRA/BHS systems specified in this Scope of Work/Services, the CONTRACTOR shall maintain a monthly Preventative Maintenance Completion Rate of 97%, or higher. The Preventative Maintenance Completion rate is calculated as follows:

$$\frac{\text{Completed Preventative Maintenance Work Orders}}{\text{Scheduled Preventative Maintenance Work Orders}}$$

Example: 44 completed PM's/45 Scheduled PM's = 98%

8. The CONTRACTOR shall be responsible for performing all other maintenance actions instructed through a CMMS verbally or in writing via e-mail or text message by the DOA.

7. MAINTENANCE REQUIREMENTS

- A. The CONTRACTOR shall operate and maintain all mechanical and electrical components of the inbound and outbound BHS, including, but not limited to, all drive motors, controls, belts, sensors, carousels, overhead security doors and all other related components of the BHS.

- B. The CONTRACTOR shall provide adequate staffing to clear, reset, and investigate all faults detected, including, but not limited to, jams, emergency stops, power outages, and overloads throughout the baggage conveyor system within two (2) minutes of detection.
- C. The CONTRACTOR shall comply with the warranty and preventive maintenance requirements on all manufacturers' specifications for each item of the BHS.
- D. Fourteen (14) days prior to the start of the Contract, CONTRACTOR shall develop an operations and maintenance safety plan, which is specific to the CBIS/CBRA/BHS, which shall be subject to review and approval of the DOA before implementation. The DOA may require the operations and maintenance safety plan to be updated from time to time and the update(s) shall be subject to DOA approval.
- E. The CONTRACTOR shall maintain and repair the overhead walkways on the conveyor system, and perform cleaning of all floors, drip pans and drains on a weekly basis.
- F. The CONTRACTOR shall maintain all areas of the bag makeup area, including all immediate work areas, and common areas. All areas shall be kept clean and clear of all debris and shall be made and kept presentable at all times. This includes all equipment repaired or serviced by the CONTRACTOR.
- G. The CONTRACTOR shall maintain and repair electrical conduit and equipment of the BHS, as required.
- H. The CONTRACTOR shall provide other related services as required or requested by the DOA.

8. OPERATIONAL REQUIREMENTS

- A. The CONTRACTOR shall perform a pre-start check one (1) hour prior to anticipated airline use and a complete operational system check.
- B. The CONTRACTOR shall be responsible for coordinating a response to all jams and faults that occur in the CBIS/CBRA/BHS. All jams and faults must have an initial response time under two (2) minutes.
- C. A physical walk-through of the inside of bag makeup carousels and all conveyor systems shall be performed at the conclusion of the evening operation to check for dormant/lost bags in the system.

9. RESPONSE TIME LIQUIDATED DAMAGES

A deduction for failure to achieve the required performance levels as specified shall be assessed as follows:

In the event a system or subsystem is down for a time exceeding fifteen (15) minutes due to the CONTRACTOR's failure to repair or maintain a system or subsystem as required by the Contract, or CONTRACTOR's failure to timely respond in accordance with the requirements of the Contract, the CONTRACTOR shall be assessed damages of \$100 per instance and assessed additional damages of \$100 per hour for every hour or portion of an hour that the system is out of service. Any damages assessed shall be deducted from the CONTRACTOR's monthly payment.

In addition, to any and all monetary damages that shall be assessed as a result of the CONTRACTOR's failure to meet performance requirements specified in this Scope of Work/Services, the CONTRACTOR shall provide at their sole expense any and all manpower required to manually expedite bags from counter, systems, subsystems or sortiers, as necessary.

10. DETAILED SCOPE OF WORK

In addition to the requirements outlined in **Section 4, CONTRACTOR GENERAL REQUIREMENTS**, the CONTRACTOR shall be responsible for the following:

- A. Availability: The reliability of each subsystem shall be measured in terms of availability of each subsystem. The availability of each subsystem is determined from the following definitions and formulas.
 - 1. Failure: A failure is defined as any malfunction of a subsystem component assembly or subassembly which stops normal operations. A failure shall be charged against only one (1) subsystem which causes that failure, except that if a system that has another system leading into it should fail, both systems shall be considered out of service. If the lead system can be bypassed such that the function of the trailing system can be restored, the trailing system would not be considered out of service.

The following shall not be classified as failures:

- a. Malfunctions due to causes outside the subsystem such as sabotage, general power outages, etc.;
- b. Malfunctions due to baggage jams not caused by failure of a subsystem component, assembly or subassembly;

- c. Malfunctions due to products or services outside the control of the CONTRACTOR;
- d. Damage from vehicle traffic such as tugs, carts, etc.;
- e. Incipient failures that are detected and repaired without affecting normal operation of the subsystem;
- f. Malfunction of one (1) of a redundant computer pair where the repair time does not affect normal operation of the system or subsystem;
- g. A malfunction of a portion of the subsystem that degrades but does not completely stop operation (i.e. sortation); or
- h. Malfunction of in-line screening device (ISD) equipment in the CBIS/CBRA/BHS System.

B. Scheduled Operating Time (ST): The scheduled time that the subsystem is available for baggage processing (normally twenty-four (24) hours per day).

C. Repair Time (RT): The interval of time between initiation of repairs and return of the Subsystem for operation.

D. Subsystem Availability (SA_x): Subsystem Availability is defined as follows:

$$\text{Subsystem SA}_1 = \frac{(\text{ST} - \text{RT})}{(\text{ST})}$$

E. The Repair Time (RT) factor for a particular subsystem must not exceed twenty-four (24) hours in a month. Downtime/repair time stops accumulating when DOA or its representative turns over the conveyor lines following the end of daily operations, and would only be calculated for downtime occurring during daily operating hours.

F. System Availability (SA): System Availability is defined as follows:

$$\text{System Availability SA} = \frac{\text{SA}_1 + \text{SA}_2 + \text{SA}_3 \dots \text{etc.}}{\text{Total number of subsystems}}$$

H. The system shall maintain an average SA_x of not less than 0.995 (99.5%) calculated on a monthly basis.

11. SORTATION ACCURACY

The CONTRACTOR shall maintain all tracking devices (encoders, programmable logic controllers, computer system databases, etc.) in such proper order to achieve continuous sortation accuracy from an encoded position (automatic tag readers or manual encoding) of 95%, calculated on a monthly basis, for the total number of bags input into the baggage system. Sortation accuracy is defined as encoded baggage that is sorted correctly to the assigned pier. Baggage that is sorted to the incorrect pier is classified as a missort.

12. READ RATES

The automatic tag readers shall be maintained by the CONTRACTOR per the manufacturer's recommended procedures. Cleaning of individual read heads shall be performed as necessary. The minimum weekly average read rate maintained will be 95% successful reads of all ten (10) digit and four (4) digit city codes and two (2) digit pier tags. This figure does not apply to hand written tags or non-compliant tags that negatively impact actual read rates. Non-compliant tags shall include those that cannot be read due to their physical location on the baggage, which prevents the automated tag readers from being able to read the tag. Improper tag stock or poorly aligned tag print heads may also produce non-compliant tags. In order to comply with the successful read rate requirement for local originating bags, the CONTRACTOR shall conduct a test of the laser arrays every quarter.

13. TOOLS, EQUIPMENT AND CONSUMABLES

CONTRACTOR shall provide all parts, tools, consumables, and equipment necessary to operate and maintain the equipment and services specified in this Scope of Work/Services. The CONTRACTOR shall provide all equipment, including, but not limited to, lifts, office supplies, uniforms, communication devices, safety supplies, computers, software, consumable cleaning supplies, tools, fuel, vehicles including golf/utility carts, maintenance of vehicles, shipping, bonds, drug test, any fees associated with management of the contract or other technical miscellaneous fees needed to perform any duties associated with management of this Scope of Work/Services.

14. INVENTORY AND SPARE PARTS

Spare parts and inventory shall be managed, maintained, procured, replenished, stored, secured, and tracked by the CONTRACTOR in a CMMS program. All inventory shall be the property of the DOA after successfully purchased and received into stock. The CONTRACTOR shall track all parts purchased and provide an itemized report of their use and final location on a monthly basis.

- A. All parts and materials purchased for the COUNTY by the CONTRACTOR will be reimbursed according to APPENDIX A, Price Proposal Pages.
- B. The CONTRACTOR, in coordination with the DOA, shall have the means to procure, transport, receive, deliver, distribute and stock, and/or install those parts related to the equipment identified in this Scope of Work/Services. Parts and materials procured by the CONTRACTOR shall be of a quality and grade, and be in full compliance with manufacturer's established equipment design and industry practices.
- C. The CONTRACTOR shall securely store all parts on site.
- D. Attachment D, Parts List, to this contract is the manufacturer's spare parts list and system information.

15. PARTS AND MATERIAL ACQUISITION MARK UP

- A. CONTRACTOR shall be allowed to mark up parts and materials used for the repair and maintenance of the BHS subsequent to the following limitations:
 - 1. 0 - \$500.00 the markup shall not exceed 15%
 - 2. \$501.00 – \$5,000.00 the markup shall not exceed 10%
 - 3. \$5,001.00 and over the markup shall not exceed 5%
- B. The CONTRACTOR shall not artificially split purchases in order to receive a higher markup percentage.
- C. CONTRACTOR shall provide documentation of actual parts and material costs prior to reimbursement. This shall be done on a monthly basis. No reimbursement shall take place without proof of actual cost to the CONTRACTOR and description of items, including the original invoices for parts and materials.

16. EQUIPMENT OPERATIONS

- A. The CONTRACTOR will perform operational activities on a twenty-four (24) hour per day, seven (7) days per week schedule, including all holidays. The CONTRACTOR shall, in coordination with the DOA, provide additional staffing during peak travel periods inclusive of all holidays and special events in and around the West Palm Beach, FL metropolitan area.
- B. The CONTRACTOR shall, upon request of the DOA, provide staffing plans for the review and approval of the DOA. All staffing plans shall be submitted

and approved prior to initiation, well in advance of any major holiday and/or area event.

- C. Operational practices shall support all performance and key deliverable levels exceeding 97.5%, excluding Maintenance Service Window (MSW).
- D. The CONTRACTOR shall provide operational training to DOA staff, TSA staff, Contract handlers and Airline staff during normal business hours, or as directed by the DOA.

17. SUBCONTRACTING

The CONTRACTOR shall subcontract with sole source subcontractor Brock Solutions for the performance of the services identified in Attachment A within sixty (60) days of Contract award, unless other approved in writing by DOA.

The CONTRACTOR may subcontract for the following services subject to the prior written approval of the DOA Contract representative:

- A. The services for the equipment specified in this Scope of Work/Services.
- B. All communication and support services for the Virtual Private Network (VPN).

18. MISCELLANEOUS REQUIREMENTS

- A. The CONTRACTOR shall develop and implement an operations and maintenance safety plan which will be provided to DOA fourteen (14) days prior to the effective date of the Contract. This plan shall be subject to review and approval by the DOA Contract representative. The safety plan shall be inclusive of all TSA, OSHA, and industry practices, and, be kept on site at all times. CONTRACTOR staff will be trained in all aspects of the safety plan and provide evidence thereof at the request of the DOA.
- B. The CONTRACTOR shall report, in writing, to the DOA Contract representative all accidents arising out of, or in connection with, activities of CONTRACTOR, its employees, subcontractors, and representatives, which result in injury or property damage. The report shall include full details of the incident and witness statements. In addition, if death or serious injury occurs, the same shall be immediately reported by telephone to a designated DOA representative.
- C. Parking for the CONTRACTOR's employees and vehicles will be designated by the DOA. The CONTRACTOR is responsible for all costs associated with employee parking.

- D. The CONTRACTOR shall provide and maintain all company issued vehicle(s) at all times. From time to time, the DOA shall designate parking areas for these vehicles. The CONTRACTOR's vehicles shall have and be identified with the appropriate company logos and identification. Vehicles shall be insured in accordance with ARTICLE 15, Insurance Requirements, of the Contract or as revised from time to time by the COUNTY. The CONTRACTOR's vehicle(s) shall be kept clean, well maintained, and in good operating condition throughout the term of the Contract.
- E. Task Order Services or Project Requests may be required by the DOA from time to time for special projects that require the type of services to be provided by the CONTRACTOR, but which are not contemplated in the day-to-day operation and maintenance of the system. The compensation for such task orders will be determined by specification and/or proposal depending on the complexity or value at the time of issuance, but, to the extent practicable, will be based on hourly labor rates as specified in the Contract. The task orders shall be issued on an as-needed basis.
- F. The CONTRACTOR shall maintain, at its expense, a communications area (e.g., bulletin board, display board) for the communication of the CONTRACTOR's business, employees and other communications, including those mandated by law.
- G. Opportunities for operational efficiencies and cost savings shall be presented by the CONTRACTOR to the DOA.
- H. Break areas, locker rooms, cleanup areas, storage areas, biometric time and attendance system area, and all other reasonable employee accommodations will be assigned by the DOA. Designated areas shall be kept in a neat and clean condition at the CONTRACTOR's sole expense. Failure to do so may result in the DOA maintaining the space at CONTRACTOR's expense. The DOA may, in its sole discretion, require the CONTRACTOR to vacate the space.
- I. The CONTRACTOR shall purchase the necessary tools (e.g., hand tools and light power tools), light equipment (e.g., hydraulic jacks and stanchions), and materials (e.g., gloves, flashlights, barricades, and safety supplies) necessary to effectively and efficiently complete the work required by this Scope of Work/Services.
- J. The CONTRACTOR shall provide any and all necessary software upgrades to the BHS.
- K. During year one (1) of the Contract, CONTRACTOR shall oversee a software/hardware upgrade to the Upper-Level Control System for the BHS. CONTRACTOR will serve as project management and technical support for the COUNTY, and subcontract with sole source subcontractor, Brock

Solutions, to perform the majority of the planning, design, and provision of software/hardware (Attachment A).

- L. During year two (2) of the Contract, CONTRACTOR shall oversee a variable frequency device (VFD) upgrade to the Lower-Level Control System for the BHS. CONTRACTOR will serve as the project management and technical support for the COUNTY.
- M. The CONTRACTOR shall use a biometric time and attendance system such as fingerprint, facial, palm or iris scans to record work time.

19. KEY CONTROL AND ACCESS

The CONTRACTOR shall:

- A. Keep secure all keys, key cards, codes, and other entry devices provided by the DOA. In addition, a record of the key numbers issued to employees shall be maintained.
- B. Not duplicate keys, key cards, codes and other entry devices, nor allow these items to be duplicated.
- C. Report any lost or stolen keys to the DOA immediately. The cost of changing locks or replacement keys shall be deducted from the CONTRACTOR's invoice for work performed.
- D. Conduct its operations in strict observation of the access routes and other areas of access that are established. Access routes, entrance gates or doors, parking and storage areas to the Airport facility and any imposed time limitations (i.e., customs) shall be designated by the DOA.
- E. Ensure that under no circumstances shall CONTRACTOR's employees enter or move upon any area not authorized by the DOA for access to the CONTRACTOR.

20. COUNTY RESPONSIBILITIES

The COUNTY shall:

- A. Provide access to all work areas, storage areas, equipment, and office areas rented to or assigned to the CONTRACTOR.
- B. Provide the CONTRACTOR with direction related to the frequency and formats required for maintenance reporting.
- C. Provide operation, maintenance and activity planning and coordination.

- D. Set or approve CONTRACTOR's staffing levels.
- E. Review and approve, subject to any changes that may be required by the COUNTY, the CONTRACTOR's preventative maintenance program for all equipment and schedules for the CBIS/CBRA/BHS and its associated components.
- F. Review and approve, subject to any changes that may be required by the COUNTY, the CONTRACTOR's developed Operational Plan for all equipment and services.
- G. Provide all operating manuals, equipment manuals, drawings, parts lists, blueprints, schematics, catalogs, and maintenance and operational manuals for the CBIS/CBRA/BHS systems.
- H. Provide the CONTRACTOR adequate space for a shop, break room, restroom, storage of inventory, and part/material storage at the airport.
- I. Identify or approve all parts, tools, and equipment necessary to operate and maintain the specified equipment and services for the CONTRACTOR to purchase.
- J. Furnish and maintain a sufficient number of 800MHz two-way radios for the CONTRACTOR's use under the terms of this Contract. These radios shall be used for the sole purpose of communicating with Airports Communication Center and the Contract Administrator. Loss or damage shall be reported to the Contract Administrator immediately, and the County shall be reimbursed for the replacement or the repairs needed as a result of damage or loss.

21. DUTIES THE CONTRACTOR IS NOT REQUIRED TO PERFORM

The CONTRACTOR is not required to:

- A. Load baggage at the ticket counter level or perform any airline service function.
- B. Provide porter services for oversize baggage in the PBIA departure lobby.
- C. Remove baggage from the baggage make-up piers for the purposes of airline operations.
- D. Remove baggage from the inbound bag claim devices for the purposes of airline operations.
- E. Remove baggage from the interline make-up device for the purposes of airline operations.

- F. Maintain the ISD machines or any TSA equipment.
- G. Perform airline operation duties associated with the equipment specified in this Scope of Work/Services.
- H. Perform any aircraft maintenance.

**ATTACHMENT A
TO SCOPE OF WORK/SERVICES
CONTRACT NO. 23-015/MD
PBI – BHS UPPER LEVEL CONTROL
SYSTEM UPGRADE – SERVER
INSTALLATION REPORT
(Consisting of 14 Pages)**



PBI – BHS Upper Level Control
System Upgrade – Server
Installation Support RFQ



Client Palm Beach International Airport
Version 1.0

Date TBD

www.brocksolutions.com

Document Information

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Revision History

Version	Date	Author	Summary of Changes
1.0	TBD		Initial Release



Table of Contents

1	Request for Quotation	3
1.1	Introduction	3
1.4	Contractor Qualifications	3
1.5	Walk-Throughs and Site Investigation	4
2	Scope of Work - Overview	5
2.1	Project Overview	5
2.2	Overview of Installation Responsibilities	5
2.2.1	Installation	5
2.2.2	Demolition and Removal	6
3	Scope of Work - Detail	7
3.1	Safety Program, Toolbox Meetings, Site Safety Supervision	8
4	General Notes and Requirements	9
4.1	Exceptions and Clarifications	9
4.2	Contract Terms	9
4.3	Working Hours	9
4.4	Project Management	9
4.5	Parking and Employee Transport	10
4.6	Schedule	10
4.7	Security Badging	10
4.8	Insurance	10
4.9	Bonding	10
4.10	Taxes	10
4.11	Miscellaneous	10
6	Appendix A - Responsibility Matrix	13





1 Request for Quotation

1.1 Introduction

The following Server Installation Support tender is for the Upper Level Control System Upgrade project at Palm Beach International Airport (PBI) in West Palm Beach, Florida. The scope of work for the project is detailed in the sections below. The "customer" referred to herein is PBI.

1.4 Contractor Qualifications

Prospective Installation Contractors ("IC") must be able to perform all activities outlined in this document, and meet the following criteria:

1. IC must have prior experience performing updates to a "live" Baggage Handling Control system at major airports within the United States.
2. IC must have sufficient personnel, currently on staff, who can complete the background check and security badging process.
3. IC must have experience performing BHS Control System "cutovers", where modifications are made to the BHS Control System during short, over-night downtime periods with scheduled live-system operations the following day. Note that work periods will be short (starting as late as midnight, completed by 4am) and will vary as dictated by PBI Operations.



4. It is anticipated that this project will involve installation work covering consecutive day and night shifts, requiring multiple teams. Please ensure appropriate staffing levels are included in your estimate.
5. IC must currently have the ability to deliver equipment via secured Airside access, using the appropriate authorized vehicles (such as delivery trucks and/or forklifts). The IC must have vehicles and staff members who are authorized and trained as required to operate in the secured Airside and bag room areas. Equipment to be delivered will include, but is not limited to computer hardware, including server racks, UPS, computer workstations, large screen (i.e. 55" or greater) displays
6. If the IC intends to use sub-contractors for any work, please provide contact information for each sub-contractor.

1.5 Walk-Throughs and Site Investigation

ICs will be responsible to co-ordinate any walk-throughs or site investigations as they deem necessary.



2 Scope of Work - Overview

2.1 Project Overview

As part of an overall BHS modernization initiative, PBI will replace the existing Sort Allocation Controller (SAC), Data Historian Server (DHS) and Human Machine Interface (HMI) servers with new redundant servers. Included with this scope will be new Operator HMI Workstations, Large Screen HMI displays (LSD), Manual Encode Consoles (MEC), Image Quality Test (IQT) Workstations, Baggage Removal Point (BRP) Terminals, and Baggage Inspection Table (BIT) Terminals.

Brock Solutions is seeking a fixed-price bid from your electrical installation firm for the scope of work described within this document.

The PBI BHS must remain functional at all times during this project. Accordingly, a Construction Phasing Plan will be developed which will allow the BHS to remain functional during normal day-time operations.

Please note that Brock Solutions will co-ordinate with PBI and others to determine the specific dates and schedule for work related to this project scope, the majority of which will occur during over-night shifts.

2.2 Overview of Installation Responsibilities

The IC will be responsible for all installation scope of work as defined in this RFQ package. In general, the IC will be responsible for the following items.

2.2.1 Installation

1. Receive and transport to site new computer servers, server racks, UPS, computer workstations, and large screen displays.
 - a. Note that all computer or project equipment will be shipped to PBI's warehouse. The IC will pickup equipment from this location and transport it to the relevant installation sites within the secure area of PBI. The IC will assume responsibility for all equipment from receipt at the PBI warehouse until installation on-site.
 - b. Note that transport to site may require the use of specialized equipment, such as flat-bed trucks and/or forklifts, to the secure Airside area of PBI. The IC will provide all necessary equipment, along with trained and experienced personnel to deliver, position, and install the provided equipment.
2. Assistance with installation of new server racks, servers, UPS, Manual Encode Consoles, operator workstations, BIT and BRP terminals, IQT workstations, and large screen displays.



3. Relocate existing copper and fiber patch panels from the existing server rack to the new server rack. Terminate and test final connections to confirm functionality
4. Site Safety Supervision: Brock Solutions staff and any other sub-trades contracted to Brock Solutions will follow IC's Site Safety Plan.
5. Security Escorts for IC staff, if required.

2.2.2 Demolition and Removal

1. Removal and disposal of existing servers, server racks, UPS, MECs, HMI workstations and HMI operator console as directed Brock Solutions. Note that PBI Operations and/or IT may require access to each PC prior to disposal in order to delete information and/or format PC hard drives. Do not dispose of equipment without authorization from PBI.
2. Trash removal and job site clean-up, each day prior to system operation.
3. PBI will have the opportunity to salvage any decommissioned equipment prior to removal from site and disposal.
4. Disposal of all equipment shall be in accordance with all PBI, City of West Palm Beach, state and federal laws and regulations.



3 Scope of Work - Detail

This scope of work involves the installation of new SAC, DHS and HMI servers, along with new operator workstations, LSDs, BITs/BRPs, IQT workstations, and MEC consoles. The scope of work for the IC includes:

1. Receipt and safe storage of all equipment and delivery to the appropriate location as and when instructed by Brock Solutions.
2. Assistance with installation of the following Server and Computer Hardware:
 - a. New Primary Server Rack installed within the existing server room, with two (2) servers, associated UPS units, two (2) network switches, and two (2) patch panels.
 - i. Transport server computers to site and support Brock Solutions staff as they mount the servers in each rack. Installation of UPS, switches and patch panels within rack.
 - b. Two (2) Operator Workstation computers and two (2) UPS. Workstations will use existing monitors.
 - i. Provide support to Brock personnel as they assemble workstations.
 - c. One (1) Large Screen Display (LSD) workstation and two (2) 46" LCD monitor in the existing control room. LSD to be mounted on existing mounting bracket, re-using existing HDMI connections
 - d. Five (5) Large Screen Display workstations and five (5) 46" LCD monitors to replace existing remote LSDs on the existing brackets. Existing brackets and HDMI cables will be re-used
 - i. Two (2) in the Outbound Make-up area
 - ii. One (1) in the Screening Matrix Area
 - iii. One (1) in the CBRA Room
 - iv. One (1) in the OSR Room

Note that access to perform this work may require the use of ladders, scissor lifts or platforms. IC to provide this equipment as necessary.
3. Installation of two (2) Manual Encode Consoles at ME1-13 and ME2-11.
 - a. Installation tasks for the IC will include:
 - i. Receipt and transport of the MEC touch screen monitors and PCs to the required locations. Assist with removal of existing and installation of new touch screen monitors, PCs and hand-scanners as directed by Brock Solutions. Existing enclosures will be re-used.
 - ii. Once commissioning is complete, as and when instructed, remove and dispose of existing MECs.



4. Installation of IQT User Interface Terminals at the SS1, SS2, SS3 and SS4 EDS machines
 - a. Installation tasks for the IC will include:
 - i. Receipt and transport of the IQT monitors and PCs to the required locations. Assist with removal of existing and installation of new touch screen monitors and PCs as directed by Brock Solutions. Existing enclosures will be re-used.
 - ii. Once commissioning is complete, as and when instructed, remove and dispose of existing IQTs.
5. Installation of fourteen (14) BIT and fourteen (14) BRP User Interface Terminals within the CBRA.
 - a. Installation tasks for the IC will include:
 - i. Receipt and transport of the BIT and BRP monitors and PCs to the required locations. Assist with removal of existing and installation of new touch screen monitors and PCs as directed by Brock Solutions. Existing enclosures will be re-used.
 - ii. Once commissioning is complete, as and when instructed, remove and dispose of existing MECs.
6. Relocation of Ethernet Networks:
 - a. The CAT6 ethernet and fiber optic connections that are currently connected to patch panels in the existing server rack enclosure must be moved to the new Server Rack. Relocate all copper connections and patch panels from the existing rack to the new rack, as the new rack is moved into place. Note that relocation will need to occur in a one-night over during system shut down.
 - b. Once the new server is brought on-line, and the "old" server is to be decommissioned, assist with removal of old server and temporary CAT-6 connections.

3.1 Safety Program, Toolbox Meetings, Site Safety Supervision

Brock Solutions will require the IC to develop the Site Safety program (including all required documentation), conduct daily Toolbox Safety meetings, and provide all necessary site-related safety supervision (i.e., designate a Safety Manager/Coordinator) as detailed in the provided RFP.

Any Brock Solutions employee present and working on relevant scopes of work at PBI will be subject to the IC provided Safety Program and participate in Toolbox Safety Meetings as required.



4 General Notes and Requirements

4.1 Exceptions and Clarifications

1. Clearly indicate any deviations from the requirements in this document.
2. Clearly indicate any related scope of work expected to be done by Brock Solutions or others.
3. Items discussed or answers to questions raised during walkthrough, pre-installation, or installation are not binding until a formal addendum has been added to this document.
4. Any questions or requests for information that are related to the IC's scope of work for this project shall be submitted electronically to Brock Solutions.
5. Any existing facility electrical, structural, or mechanical drawings needed to facilitate contractor during the bidding or design phases of this project are to be obtained by the IC.

4.2 Contract Terms

IC will be subject to full flow-down terms of the main contract.

4.3 Working Hours

This work shall be scheduled and executed such that PBI Operations are not impacted or interrupted in any way. The majority of working hours are expected to be at during the hours from 10:30 pm to 3:30 am. However, the IC may be allowed to work outside of these hours as well, provided they are able to do so in a way that does not impact operations.

Note: If overtime, shift differentials or extra shifts are required by the IC to complete work as per the Contract then any associated additional costs shall be included in the bid.

4.4 Project Management

The IC shall submit weekly progress/status reports. This report shall be submitted to the Brock Solutions Project Manager in advance of its due date to the customer. The progress/status report shall contain the following items as a minimum:

1. Tasks completed for the reporting period
2. Tasks forecast for the next reporting period
3. Identify any potential "red flag" issues
4. Percent complete
5. Number of hours spent against the budget



The IC shall also participate in project meetings PBI and Brock Solutions project personnel according to the master schedule. Assume one meeting will be required at the start of installation

4.5 Parking and Employee Transport

IC will be responsible for parking and transportation to the job site.

4.6 Schedule

After project award, PBI and Brock Solutions shall prepare a detailed project schedule in conjunction with the IC. The complete duration of commissioning is expected to take 2 weeks to complete, with a return to site after 3 to 4 weeks to complete the decommissioning of the existing server.

4.7 Security Badging

PBI security badges are required for this project. The IC is responsible for badging their employees and all costs associated with the badging process. Neither PBI nor Brock Solutions will provide escorts.

4.8 Insurance

Provide insurance as required, per the RFP documents.

4.9 Bonding

IC shall include a 100% Payment and Performance Bond.

4.10 Taxes

Please include all applicable taxes.

4.11 Miscellaneous

1. IC is responsible for all equipment once they receive it until it is installed onsite.
2. IC shall clean up working areas each night prior to system operation.
3. IC shall include costs for job site offices/trailers, storage containers, staff washroom or break facilities if required.
4. IC shall include costs to properly dispose of all scrap material, including removal from site and proper disposal per provincial and federal regulations.

6 Appendix A - Responsibility Matrix

The following table defines the scope of responsibility for the conveyor controls portion of this project.

Item	Designed / Controlled By	Furnished By	Installed By
Performance and Payment Bond	-	IC (per scope of work)	-
QC and Safety Management	-	IC	-
Site offices	-	PBI	-
Temporary Construction and Utilities	-	PBI	-
Security	-	PBI	-
Onsite/Offsite Equipment Storage	-	IC	-
Security Escorts (if required)	-	(by each party as req'd)	-
Standby Support	-	Brock/IC	-
Contingency Operations for Interim Phasing – Baggage Handling Labour	-	PBI	-
System Testing – Test Plans	-	PBI/Brock	-
System Testing – Baggage Handling Labour	-	Brock	-
System Testing – Execution (includes the management and running of the tests and the associated baggage handling labour)	-	PBI/Brock	-
Computers and peripherals/software	Brock	Brock	Brock
Mounting arms for BITs, BRPs, IQTs	N/A	N/A	N/A
Conduits, wire, raceways, junction boxes, connection boxes, related equipment, and terminations	IC	IC	IC
Control consoles, computer/PLC, racks and cabinets	Brock	Brock	IC
Handheld Scanners	Brock	Brock	IC
HLC Network Switches - BHS Controls Related	Brock	Brock	IC
HLC Network analysis and testing	IC	IC	IC
HLC Network cabling, Ethernet including Fiber Optic	Brock	IC	IC
HLC Network patch cables	Brock	Brock	IC
HLC Network patch panels	Brock	Brock	IC
Labeling electrical conductors and cables	IC	IC	IC
Mounting materials for electrical components including all support hardware	IC	IC	IC

**Attachment A to Scope of Work/ Services, Contract No. 23-015/MD
PBI – BHS Upper Level Control System Upgrade – Server Installation Support RFQ**

Item	Designed / Controlled By	Furnished By	Installed By
UPS equipment for computers	Brock	Brock	IC
UPS equipment for PLCs	Brock	Brock	IC
Wall mounted graphic displays	Brock	Brock	IC
Forklift, pallet jack and other needed equipment to store and move the equipment at off-site storage facility	IC	IC	IC
Offloading of containers and/or trucks at the off-site storage facility	PBI	PBI	PBI
Review inventory for each shipment. Assume full responsibility of the inventory in the storage facility including liability of the goods	PBI	PBI	PBI
Inspection of shipment upon arrival	PBI	PBI	PBI
Full responsibility for the state and cost of the goods after inventory inspection	PBI	PBI	PBI
Coordination with site logistic teams	IC	IC	IC
Personnel to manage and deliver goods from the storage facility to the site and include returns from the site to the storage facility	IC	IC	IC
Coordinate timing of deliveries inside PBI operational requirements	IC	IC	IC
Truck, forklift and other needed equipment to handle site logistics	IC	IC	IC
Coordinate with site teams and storage manager	IC	IC	IC
Responsibility for the state and cost of the moved goods	IC	IC	IC
Containers/trailers for office and welfare facilities for EC employees	IC	IC	IC
Internet and phone connections	PBI	PBI	PBI
Provision of Project managers, Supervisors, quality manage installation technicians	IC	IC	IC
Creation and submission of all activity permits for the execution of daily activities to the responsible Foreman/supervisor in the Brock Solutions project team	IC	IC	IC
Provision of conveying and lifting equipment	IC	IC	IC
<input checked="" type="checkbox"/> Fork-lift truck			
<input checked="" type="checkbox"/> Hoist frame			
<input checked="" type="checkbox"/> Scissor lift			
<input checked="" type="checkbox"/> Working platform			
<input checked="" type="checkbox"/> Any other installation auxiliary			



Attachment A to Scope of Work/ Services, Contract No. 23-015/MD
PBI – BHS Upper Level Control System Upgrade – Server Installation Support RFQ

Item	Designed / Controlled By	Furnished By	Installed By
Provision of necessary assembly power and hand tools	IC	IC	IC
De-commissioning of equipment, removal of equipment from the site in accordance with PBI or relevant environmental policy.	IC	IC	IC
Coordination with other trades in the installation areas and on-site in general.	IC	IC	IC
Waste removal and management	IC	IC	IC

IC = Installation Contractor

MC = Mechanical Contractor

PBI = PBI or their representative

N/A = Not Applicable



**ATTACHMENT B
TO SCOPE OF WORK/SERVICES
CONTRACT NO. 23-015/MD
PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST
(Consisting of 2 Pages)**

**PREVENTIVE MAINTENANCE INSPECTION LIST
OUTBOUND CBIS/CBRA/BHS**

PREVENTIVE MAINTENANCE INSPECTION LIST QUARTERLY INSPECTIONS (or as recommended by CBIS/CBRA/BHS Supplier)	
Inspection Type	Inspection Procedure
Conveyor Belt Tracking	Visually inspect belts for signs of tracking problems and correct as required.
Conveyor Belt Tension	Check belt tension is correct and retention belt as necessary.
Conveyor Belt Lacing	Visually inspect belt lacing for security and tightness.
Conveyor Head/Tail-end Pulleys and Take-up Pulleys	Visually inspect the pulleys for rotation and surface damage. Replace as necessary.
Conveyor Drive and Snub Pulleys	Visually inspect the pulleys for rotation and surface damage. Replace as necessary.
Conveyor Return Roller	Visually return rollers for rotation and surface damage. Replace as necessary.
Bearing Lubrication	Ensure that bearings are properly lubricated, if required by bearing supplier.
Chain/Sprocket Alignment	Check chain and sprocket alignment and correct if necessary.
V-Belt Sheave Alignment	Visually check V-belt sheave alignment and realign as necessary.
V-Belt Tension	Check tension on V-Belts and adjust as necessary.
V-Belt Sheave Wear	Check V-belt sheaves for tightness and condition of groove. If groove is badly scored, replace the sheave.
Hardware Tightness	Inspect all hardware on conveyor segments, pushers, ploy diverters, etc. for tightness. Tighten all nuts and bolts are necessary.
Electrical Connections	Inspect all electrical connections for frayed or damaged wires, loose connections, or breaks in insulation and correct as required.
Baggage Snag Points	Check the belt conveyor for points along the conveyor belting where baggage might snag and correct accordingly.

SEMI-ANNUAL INSPECTIONS (or as recommended by CBIS/CBRA/BHS Supplier)	
Inspection Type	Inspection Procedure
Reducer Oil Level	Check oil level in reducer and fill as necessary.
Reducer Temperature	Check for excessive heat and add lubrication as required.
Reducer Noise	Listen for unusual reducer noise and repair or replace reducer as necessary.
Motor Noise	Listen for unusual motor noise and repair or replace motor as necessary.
QUARTERLY INSPECTIONS (or as recommended by CBIS/CBRA/BHS Supplier)	
Inspection Type	Inspection Procedure
Motor Temperature	Check for excessive heat and correct as required.
Motor Current Draw	Check the current draw at the motor and repair or replace motor as necessary.
Electrical Photocell Alignment	Check to ensure photocells are properly aligned, realign as necessary.
Motor Control Panel Lamps	Ensure that all control panel lamps are functional and replace lamps as necessary.
Motor Control Panel Loose Wire	Check all wire connections in MCP and tighten connections as required.
Motor Control Panel Cleanliness	Wipe all grease, oil or other contaminants from MCP.
Motor Control Panel Security	Ensure that control panel is secure and that locking functions are operative.
General Housekeeping	Perform general housekeeping functions around the CBIS/CBRA/BHS. Clean up all lubricant spills and any debris that is in the area.