R2024 1268

CONTRACT FOR MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS FOR PALM BEACH COUNTY DEPARTMENT OF AIRPORTS (Contract No. 24-059/DJ)

This Contract No. 24-059/DJ is made as of this day of <u>September</u>, 2024, 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 JSM Airport Services, LLC, 1321 Apopka Airport Road, Hangar #101, Apopka, FL 32712, 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 provide facilities and systems maintenance services to the Department of Airports in accordance with Exhibit A, Scope of Work/Services, Exhibit B, CONTRACTOR's proposal dated May 9, 2024, and Exhibit C, Affirmative Procurement Initiatives, which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Megan Davis, Airports Special Project Manager, telephone number (561) 471-7438 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Mike Conner, President, JSM Airport Services, LLC, telephone number (352) 383-2600.

The COUNTY may change its designated representative/liaison and/or County System Operator(s) upon written notice to the CONTRACTOR. The CONTRACTOR may change the CONTRACTOR's representative/liaison upon written notice to the COUNTY.

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 Exhibit A; (2) the provisions of RFP No. 24-059/DJ and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated May 9, 2024, and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on October 1, 2024, ("Commencement Date"), and complete all services by September 30, 2026 ("Initial Term"), with three (1) one (1) year options for renewal at the sole discretion of the COUNTY. The Initial Term includes the Transition Period as defined in Exhibit A, Scope of Work/Services.

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 to CONTRACTOR for maintenance of Airport facilities and systems including, without limitation, the Scope of Work/Services detailed in Exhibit A, as well as subcontracted work, reimbursable parts, materials, equipment, supplies, software and special project work, during the Initial Term of this Contract shall not exceed a total of Six Million, Six Hundred Twenty Thousand, Seven Hundred Twenty-Eight 00/100 Dollars (\$6,620,728.00) comprised of the amounts set forth in subsection B below.
- B. The total amount to be paid by the COUNTY to CONTRACTOR for performance of maintenance of the Airport facilities and systems in accordance with the Scope of Work/Services in Exhibit A shall not exceed Two Million, Eighty Thousand, Seven Hundred Twenty-Eight and 00/100 Dollars (\$2,080,728.00). The CONTRACTOR will bill the COUNTY on a monthly basis in the amounts set forth in Exhibit B.

The total amount to be paid by the COUNTY to CONTRACTOR for all other maintenance of the Airport facilities and systems including, but not limited to, subcontracted work, reimbursable parts, materials, equipment, supplies, software and special project work shall not exceed Four Million, Five Hundred Forty Thousand and 00/100 Dollars (\$4,540,000).

The total amount to be paid by the COUNTY under this Contract for all services and materials during any renewal term shall be specified in an amendment to this Contract. Amounts to be paid by the COUNTY based on the amounts included in the CONTRACTOR's Price Proposal.

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

C. The 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, 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 (VSS) 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.

- D. <u>Final Invoice</u>: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "<u>final invoice</u>" 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.
- E. 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 https://pbcvssp.co.palmat 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 (Letter of Credit) in the amount of twenty-five percent (25%) of the maintenance and operation fees for the initial term, 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 saward of RFP No. 24-059/DJ 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. 24-059/DJ), 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 may 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) may 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 may 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:
 - Stop work on the date and to the extent specified.
 - Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 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, 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). 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 CFR 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.

Proposers are advised to contact the PBI Badging and Security Office at 561-471-7481 for information on fees and charges for items such as: criminal history check and fingerprinting; annual badge fee; lost badge replacement; non-returned badges fee. Although the Department will not charge the Operator for criminal history check and fingerprinting and annual badge fees, the fees for lost badge replacement and nonreturned badges are not waived or otherwise reimbursable under the Management Agreement, and the Operator shall be responsible for these fees. All badges must be returned to the Department of Airports, Badging and Security Office upon termination of services or removal of any employees due to security violations. The Transportation Administration will legal enforcement against Security take (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.

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/minority/women business enterprises (S/M/WBEs) 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.

 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.

 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/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONTRACTOR 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 <u>not</u> 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: David Juhe, Senior 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. <u>Commercial General Liability</u>: CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than \$5,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. <u>Additional Insured Clause</u>: 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. <u>Business Auto Liability</u>: CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than \$5,000,000 Each Occurrence for all owned, nonowned, 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. <u>Workers' Compensation Insurance & Employer's Liability</u>: CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. <u>Waiver of Subrogation</u>: 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. <u>Certificates of Insurance</u>: 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. <u>Umbrella or Excess Liability</u>: 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.

<u>ARTICLE 19 - CONFLICT OF INTEREST</u>

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.

<u>ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS</u>

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.

<u>ARTICLE 25 - PUBLIC RECORDS, ACCESS AND AUDITS</u>

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 <u>RECORDSREQUEST@PBCGOV.ORG</u> 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 Department of Airports, Palm Beach County 846 Palm Beach International Airport West Palm Beach, FL 33406

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

Mike Conner, President JSM Airport Services, LLC 1321 Apopka Airport Road Hangar #101 Apopka, FL 32712

<u>ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT</u>

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.

<u>ARTICLE 34 - REGULATIONS; LICENSING REQUIREMENTS</u>

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 35 - 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.

<u>ARTICLE 36 - E-VERIFY - EMPLOYMENT ELIGIBILITY</u>

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.

<u>ARTICLE 37 – HUMAN TRAFFICKING AFFIDAVIT</u>

Contractor warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Contractor has executed **Exhibit D**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 38 – FEDERAL NONDISCRIMINATION REQUIREMENTS

A. <u>Title VI Clauses for Compliance with Nondiscrimination Requirements.</u>

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

- 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 Act and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitation 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 procurement 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:
 - Withholding payments to CONTRACTOR under this Contract until CONTRACTOR complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- Incorporation Provisions: CONTRACTOR will include the provisions of paragraphs one through six in every subcontractor, 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 of 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 its supplier because of such direction, CONTRACTOR may request to 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 protect the interests of the United States.

B. <u>Title VI List of Pertinent Nondiscrimination Acts and Authorities.</u>

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

- Title VI of the Civil Rights Act pf 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 the 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, sun-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, place 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 and activities (20 USC 1681 et seq.)

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

- 1. CONTRACTOR for itself and its successors in interest and assigns, as a part of the consideration hereof, does herby 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 improvement on, over, or under such land, and the furnishing of services thereon, no person on the ground on 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 requirement imposed by or pursuant to the Nondiscrimination Acts and Authorities.
- In the event of a breach of any of the above nondiscrimination covenants, COUNTY will have the right to terminate this Contract and 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. <u>Title VI Clauses for Transfer of Real Property Acquired or Improved Under</u> the Activity, Facility or Program.

CONTRACTOR for itself and its successors in interest, and assigns as 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.
- In the event of a 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 to 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 additional 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 CONTRACTOR has hereunto set its hand the day and year above written. SEP 17

B2024 1268

ATTEST: JOSEPH ABRUZZO CLERK AND COMPTROLLER BY Deputy Clerk	PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS: BY: Maria Sachs, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
BY: Ome Odelant County Attorney	BY: Bubu Laura Beebe, Director of Airports
WITNESSES: Demography Signature	CONTRACTOR: JSM Airport Services, LLC Company Name
Name (type or print)	BY: Signature
35 Signature	Michael W. Conner Typed Name
Name (type or print)	President Title

EXHIBIT A SCOPE OF WORK/SERVICES Contract No. 24-059/DJ

1. GENERAL REQUIREMENTS

For purposes of Section 4, <u>Scope of Work/Services</u>, use of the words "must", "shall", or "will" indicate mandatory components, services, features, capabilities, performance, or other requirements. Where Section 4, <u>Scope of Work/Services</u> refers to another section in this document, the reference includes all lower level sections that further describe components, services, capabilities, performance, or other requirements.

- 1.1 <u>Definitions</u>. The following words, terms, and phrases wherever used in the Contract shall have the meaning set for in this Section 1.1 and the meaning shall apply to both singular and plural forms of such words, terms and phrases. For purposes of this RFP, "CONTRACTOR" means the successful proposer that is awarded the Contract.
 - a. Additional Services shall have the meaning set forth in Section 1.3.a.
 - Additional Services Authorization shall have the meaning set forth in Section 1.3.b.
 - c. Cost Estimate shall have the meaning set forth in Section 1.3.b.
 - d. COUNTY Representative means the individuals designated by the Department to administer, manager and oversee this Contract on behalf of Palm Beach County (COUNTY), COUNTY's Special Project Manager shall serve as the COUNTY Representative regarding contract compliance, financial, operation and budgeting issues, programs/plans required hereunder, approval of uniforms/badges and other similar contractual requirements, which require the approval of the COUNTY; provided, however, Additional Service Authorizations and the annual budget shall be required to be approved by the COUNTY's Special Project Manager and Airport Deputy Director of Finance and Administration. COUNTY's Special Project Manager shall oversee the day-to-day activities and operations of the CONTRACTOR, and provide coordination and general contract oversight. The COUNTY Representative will review all invoices submitted for approval by the CONTRACTOR, and shall be the approving authority for all requisitions. The term COUNTY Representative shall also include the Airport Director, Senior Deputy Director, Deputy Director, Real Estate & Concessions, and the Director of Properties who may all service in the capacity as the COUNTY Representative in the absence of the COUNTY Representative or as may be required by the Department. All reports or notification required to be provided to the COUNTY by CONTRACTOR shall be provided to the Special Project Manager.

- e. <u>Contract Year</u> means each twelve (12) month period beginning on October 1, 2024, and each twelve (12) month period thereafter until the expiration or earlier termination of the Contract.
- f. <u>Department</u> means the Palm Beach County Department of Airports, the COUNTY department responsible for the operation and management of the airport. Wherever the Contract requires COUNTY or the Department's consent or approval or permits COUNTY or the Department to act, such consent, approval or action may be given or performed by the Department acting on behalf of COUNTY.
- g. <u>Employee</u> include CONTRACTOR's managers, administrators, supervisors, project workers, and any other person providing services to the airport for, or on behalf of, CONTRACTOR, whether or not such a person is an independent contractor or receives compensation directly from CONTRACTOR.
- h. Transition Plan shall have the meaning set forth in Section 2.2.a.
- i. PBIA means Palm Beach International Airport.
- Routine Services means those Services provided on a regularly scheduled basis.
- k. <u>Services</u> shall have the meaning set forth in Section 1.2.h., and shall include Routine and Additional Services.

1.2 CONTRACTOR Service Obligations.

- a. CONTRACTOR, its subcontractors, and all their employees shall be subject to all rules, regulations, policies and procedures pertaining to security at PBIA. Any violation or disregard for rules, regulations or policies may cause for immediate termination.
- b. All personnel, vehicles, materials, tools, packages, etc. brought onto 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.
- c. All CONTRACTOR's employees shall have in their possession a valid security badge. 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 Airport Operations Area (AOA), Security Identification Display Area (SIDA). Identification badges issued by the Airport mist be visibly worn above the waist on the outer most garment at all times while in the SIDA. CONTRACTOR's employees, including new hires, must be legal to work in the United States (U.S.). CONTRACTOR shall confirm citizenship of all foreign-born employees and alien numbers (Green Card), if not a U.S.

- citizen. PBIA Security Office is location on level two in the main terminal facility (561-471-7481). All employees must pass a comprehensive background check in accordance with all PBIA badging requirements, rules, regulations and policies, as may be amended.
- d. CONTRACTOR acknowledges and accepts full responsibility for the security and protection of the Assigned Premises and all inventory, equipment and facilities now existing or hereafter assigned to CONTRACTOR, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of COUNTY and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. CONTRACTOR fully understands that the police security protection provided by COUNTY is limited to that provided by the Palm Beach County Sheriff's Office, to any other business situated at the Airport, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection shall be the sole responsibility of CONTRACTOR and shall involve no cost to COUNTY.
- CONTRACTOR agrees to observe all safety and security requirements and other requirements of the Federal Aviation Administration (FAA), Transportation Security Administration (TSA) and Department, and to take such steps as many be necessary or directed by the Department to ensure that subcontractors, employees, contractors, agents, invitees, and guest observe these requirements. If as a result of the actor or omissions of CONTRACTOR or its subcontractors, employees, contractors, agents, invitees or guests, COUNTY incurs any fines or penalties imposed by the FAA or TSA, including, but not limited to, Title 14, Code of Federal Regulations, Part 139 and Title 49, Code of Federal Regulations, Parts 1500, et seq.; or any expense enforcing the Airport Security Program, the CONTRACTOR shall pay COUNTY all such costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees and all other costs incurred by COUNTY. CONTRACTOR further agrees to rectify any safety or security deficiency or other deficiency as may be determined by the FAA, TSA or the Department, the Department may do so at the cost and expense of the CONTRACTOR. The Department reserves the right to take whatever action necessary to rectify any safety or security deficiency or other deficiency.
- f. CONTRACTOR acknowledges that the PBIA and other critical operation and security initiatives and materials are confidential and exempt from disclosure as public records under Sections 331.22 and 281.301 Florida Statutes. CONTRACTOR agrees not to divulge, furnish, or make available to any third person, firm, or organization, without COUNTY's prior written consent, any information regarding the Airport security system or the contents of the Airports security plan or any other sensitive security or operation material or information concerns services provided by CONTRACTOR under the Contract, and shall require all of its employees, agents, and subcontractors to comply with the provisions of this paragraph. Violation of this requirement will be grounds for immediate termination of the Contract.

- g. Any employee of CONTRACTOR or its subcontractor(s) found outside of their area of work shall be removed from that area. CONTRACTOR or its subcontractor may not be permitted to utilize the individual for any further work on Airport property, as deemed appropriate by COUNTY.
- h. Any CONTRACTOR-badged employee found outside their work are by an FAA or TSA Security Inspector causing a fine to be assessed again the Airport is responsible for payment of the fine. CONTRACTOR is jointly liable for payment of any fine assessed and the Contract may be subject to termination.
- i. CONTRACTOR shall be responsible for providing maintenance of airport facilities and systems, which shall include the provision of all labor, and supervision required to perform maintenance services and project work, in accordance with the Contract No. 24-059/DJ ("Services"). CONTRACTOR shall be required to perform Services twenty-four (24) hours per day, seven (7) days per week, including holidays. All Services performed by CONTRACTOR pursuant to the Contract are subject to review and approval of COUNTY.
- j. COUNTY shall have the right to approve any employee, supplier, or subcontractor hired, or contractor, to perform any of the services required to be performed by CONTRACTOR pursuant to the Contract. In addition, COUNTY shall have the right to reasonably require the removal and/or replacement of any employee, supplier, subcontractor or other agent of CONTRACTOR.
- k. CONTRACTOR shall not bring on the Airport any food or beverage catering trucks or other serving facilities. A vending machine for soda and snacks will be allowed in the designated break room area.
- CONTRACTOR shall not perform any Services at the Airport for another COUNTY tenant and/or contractor at the Airport, unless approved in advance by the COUNTY Representative in writing.
- m. CONTRACTOR shall promptly notify COUNTY of any needed repairs or damages to fixtures, building and appurtenances within the Designated Work Areas or other areas of the Airport where Services are being performed.
- n. CONTRACTOR shall at all times guard against damage or loss to the property of the COUNTY, CONTRACTOR's own property, and that of other tenants, employees, and contractors at the Airport. COUNTY, in its sole discretion, may elect to deduct costs incurred by COUNTY resulting from damages caused by CONTRACTOR or its employees, through the abuse, neglect or misuse of COUNTY-owned property, including, but not limited to CONTRACTOR under the Contract, or COUNTY may elect to invoice CONTRACTOR for such cost, and CONTRACTOR shall reimburse COUNTY within thirty (30) days of the date of COUNTY's invoice.

- CONTRACTOR shall not engage in any activity on any area of the Airport that is not specifically authorized by the Contract.
- p. CONTRACTOR shall provide a time keeping system, acceptable to the Department, furnished by the CONTRACTOR, and place in a location conveniently accessible to all hourly employees, who shall clock-in not more than five (5) minutes prior to the beginning of their schedule shift and shall clock-out no more than five (5) minutes after their scheduled shift. Time allowances are only for the purpose of changing shifts.

1.3 Additional Services.

- a. In addition to Routine Services, COUNTY may require additional services that are not within the scope of Routine Services on a temporary, permanent or project basis, which include services to areas on the Airport ("Additional Services").
- b. In the event COUNTY requires Additional Services, CONTRACTOR shall provide a written estimate based on the scope of work provided by COUNTY for prior written approval by the COUNTY's Airport Special Project Manager and Airport Deputy Director of Finance and Administration, which shall include: (i) the number/type of staff, hours required to perform the Additional Services, (ii) any necessary subcontractor costs based on the scope of work provided to COUNTY, and (iii) any other reimbursable expenses ("Cost Estimate"). Subcontractor and reimbursable cost shall be paid based on actual costs incurred by CONTRACTOR with the agreed upon markup by CONTRACTOR, with the exception of labor rates. No additional markup shall be allowed for labor rates. The Cost Estimate shall be in a form and substance acceptable to COUNTY. With the exception of requests for urgent or emergency services, CONTRACTOR shall not commence work until the Cost Estimate is approved in writing by the COUNTY's Airport Special Project Manager and Deputy Director of Finance and Administration ("Additional Services Authorization"). Except as otherwise provided for herein, any costs incurred prior to the receipt of an approved Additional Services Authorization shall be at CONTRACTOR's sole risk and may not be subject to payment by COUNTY hereunder. Requests by COUNTY for urgent or emergency Additional Services shall be documented through a written Additional Services Authorization as soon as reasonably practicable under the circumstances.
- c. CONTRACTOR shall invoice COUNTY for Additional Services in accordance with Article 4 of the Contract.
- d. CONTRACTOR shall be required to provide coverage before, during and after natural or man-made disaster events, such as tropical storms or hurricanes. Facilities staff shall remain on site until COUNTY determines Services are no longer required. Services shall be returned to the Airport as required by COUNTY for post-recovery activities. Additional and/or replacement staff may be required after a disaster has passed to assist with post operation. Additional Services may be required before, after or during disaster event, which may also require

employee(s), including the Local Manager and/or Assistant Local Manager, and/or approved subcontractors to stage at hotel(s) near (or adjacent to) the Airport to ensure a rapid return of Airport operations. The approved cost(s) of staging employees and specialized equipment shall be reimbursable expenses.

1.4 Non-Performance of Routine Services.

The County shall consider routine services not to have been performed when one or more of the following conditions exist:

- a. The routine services of the Contract were not performed in strict accordance with the contract requirements, were not performed at the specified frequency, or were not performed according to manufacturer's specifications and have been documented promptly by the Contract Administrator.
- The specified equipment, parts, tools or chemicals were not available, were not used, were not used correctly, or were not in good operating condition.
- c. The routine services were not performed with the required number of employees on the scheduled work shift.
- d. The employee performing the routine services had not received the specified training or was not qualified to perform the service.
- e. The employee performing the routine services was not in accordance with the requirements of this solicitation.
 - f. The provisions of the Scope of Work/Services are not adhered to, thereby causing undue hardship, inconvenience, or cost to the COUNTY or its tenants.

2. SERVICE STANDARDS

2.1 <u>Service and Operating Standards</u>. CONTRACTOR shall comply with the requirements of the Contract in the provision of the Services.

2.2 <u>Transition Plan.</u>

a. Within ten (10) days following COUNTY's issuance of a "Notice of Intent to Award," CONTRACTOR shall furnish COUNTY with a transition plan describing how CONTRACTOR plans to start operations and ensure a smooth transition of Services from the incumbent contractor providing maintenance of airport facilities and systems services to the Airport ("Transition Plan"). The Transition Plan must permit adequate time for the hiring of staff and subcontractors, processing of identification badges, allowing employees to attend a two-part security training program, providing the necessary equipment and supplies to COUNTY,

issuance and tracking of keys, orientation and site tours, and other required activities necessary to ensure a smooth transition. Identification badges and security training shall be required for all employees, which generally takes a minimum of fourteen (14) business days to process applications for the badges, complete security training, provide site tours and Airport orientation, and issue keys.

- b. CONTRACTOR agrees to cooperate with COUNTY in ensuring a seamless transition from the incumbent contractor providing maintenance of airport facilities and systems services to the Airport and attend a reasonable number of coordination meetings no less than thirty (30) days before, and no more than thirty (30) days after the Commencement Date of the Contract, and again, before and after the termination of the Contract, if upon termination, a third party has been selected to perform the Services.
- c. The cost of producing and implementing the Transition Plan shall be at CONTRACTOR's sole cost and expense.

2.3 Space Inventory.

- a. CONTRACTOR shall have an agreement, approved by the Department, to use a break room and office space, at the Airport at no charge to CONTRACTOR to be used solely and exclusively in connection with the services required to be provided by the CONTRACTOR hereunder. This license agreement will be entered into between the CONTRACTOR and the Department after award of contract. The CONTRACTOR's employees shall not use the Airport concourses or public areas for taking breaks.
- b. The CONTRACTOR shall have an agreement, approved by the Department, to use a storage space to be used solely and exclusively in connection with the services required to be provided by the CONTRACTOR hereunder. Maintenance of this area shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall store supplies, materials and equipment only in the storage space designated by the COUNTY. Any off-site storing of supplies shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall provide approved storage cabinets or containers for all chemicals stored in the assigned spaces in addition to secondary containment as necessary and directed by the COUNTY Representative.
- b. The COUNTY may provide additional space for the CONTRACTOR to use in connection with the contract. Any such space shall be subject to a separate license agreement between the CONTRACTOR and the Department, which may be granted or withheld in the Department's sole and absolute discretion.
- c. The CONTRACTOR shall not construct any improvements to the spaces without the prior written approval of the Department, which may be granted or withheld in the Department's sole and absolute discretion.

- d. The CONTRACTOR shall keep the break room, office space and storage space clean and orderly at all times. Maintenance and repair of these areas shall be the responsibility of the CONTRACTOR at the CONTRACTOR'S sole cost and expense. Upon the expiration or early termination of the contract, the CONTRACTOR shall surrender the spaces free and clear of all personal property and in a neat clean condition. The CONTRACTOR shall be responsible for repairing any damage to the spaces at the CONTRACTOR'S sole cost and expense.
- e. In the event that the spaces described herein are required by the COUNTY for other purposes, the COUNTY shall have the right to require the CONTRACTOR to relocate to alternative space in its sole and absolute discretion. The space may vary in size and location. The CONTRACTOR shall complete the relocation within five (5) calendar days of receiving written notification from the COUNTY and shall do so at no additional cost to the COUNTY.
- f. The COUNTY shall provide parking space for the vehicles of the CONTRACTOR's employees while the employees are performing the services under the contract. The fee for parking will be at the then current established rate by the Department of Airports Security Office. Employees shall not drive or park their personal vehicles on the Aircraft Operational Area (AOA). Each employee using the employee parking lots will be required to obtain and display an airport parking permit. The CONTRACTOR shall pay for lost or non-returned parking permits at the then current rate as established by Airports.
- 2.4 <u>Coordination</u>. CONTRACTOR shall perform all Services in a professional and businesslike manner. CONTRACTOR shall use its best efforts to coordinate its activities with the COUNTY Representative and adjust these activities to meet COUNTY's needs and requirements in a manner so as not to annoy, disturb, endanger, unreasonably interfere with or delay Airport operations or activities.
- 2.5 <u>Modifications</u>. Subject to the terms and conditions of the Contract related to the provision of Additional Services, COUNTY shall have the right to require CONTRACTOR to increase or decrease the number of personnel scheduled during any shift, the number of shifts operated per day and the number of hours during any shift.
- 2.6 <u>Use of the Facility.</u> CONTRACTOR acknowledges and agrees COUNTY makes no warranties or representations of any kind or nature regarding the condition of equipment, tools, or supplies that are owned by the COUNTY and used by the CONTRACTOR during the term of the Contract. CONTRACTOR's use of any equipment, tools, or supplies owned by the COUNTY shall be at CONTRACTOR's sole risk.

2.7 Test Equipment and Subcontracting.

- a. CONTRACTOR shall utilize qualified personnel, the manufacturer, or an authorized/licensed subcontractor to maintain the two (2) Trane Centravac Chillers, which are part of the cabin air system. CONTRACTOR shall provide COUNTY all documentation or certification of personnel, when contracted to work with PBIA equipment and systems. CONTRACTOR is responsible for the left three (3) panels of the motor control center and everything downstream of the breakers. DOA is responsible for the three (3) disconnects/breakers and the far right side panel of the motor control center.
- b. CONTRACTOR shall utilize qualified personnel, the manufacturer, or an authorized/licensed subcontractor to maintain the Point of Use System which will be part of the cabin air system. CONTRACTOR shall provide COUNTY all documentation or certification of personnel, when contracted to work with PBIA equipment and systems.
- c. CONTRACTOR shall be responsible for providing all hand-held test equipment necessary to diagnose and trouble-shoot system equipment. COUNTY will provide 400Hertz and 28VDC load banks for testing aircraft ground power equipment, bogie jack, and A-frames.

2.8 Tools, Equipment and Supplies.

- a. The minimum required tools, equipment and supplies shall be present and in good operating condition at all times during the term of the contract and performance of work. COUNTY may establish minimum quantities for CONTRACTOR to maintain at all times.
- b. CONTRACTOR shall furnish, at no additional cost to the COUNTY, all tools, equipment, lifts, vehicles, miscellaneous shop supplies, services, training, and technical support necessary to properly perform the routine services as specified herein. Miscellaneous shop supplies shall include, but not be limited to: cleaning supplies, office supplies, safety equipment, common nuts, bolts, screws and other ordinary hardware; aerosol lubricants, rags, cleaners, flashlight batteries, and any other common/miscellaneous shop supplies, communication devices, safety supplies, computers, software, 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 the Scope of Work/Service. Capital improvement projects requiring special parts and supplies shall not be considered as consumable costs.
- c. CONTRACTOR shall maintain on-site a complete set of operating and maintenance instructions for each type, brand and model of equipment, tool and item of supply used in the performance of the work required hereunder and shall provide the COUNTY upon request a photocopy of all such operating and maintenance instructions.

- d. CONTRACTOR shall ensure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and all applicable safety practices. All tools, equipment and supplies used by the CONTRACTOR in the performance of these services shall meet all applicable safety requirements. All electrical equipment shall operate at full rated performance levels using existing building electrical circuits. It shall be the responsibility of the CONTRACTOR to prevent the operation or attempted operation of electrical equipment or combinations of equipment which require power exceeding the capacity of existing electrical circuits.
- e. CONTRACTOR shall develop and implement procedures and controls to ensure that all tools, equipment and supplies remain in clean and proper working condition at all times.
- f. All equipment and tools shall have non-marking wheels, adequate bumpers and guards, if any, to prevent marking or scratching of fixtures, furnishings or building surfaces.

2.9 Chemicals.

- a. All chemicals furnished by the CONTRACTOR, including, but not limited to, paints, solvents, adhesives, lubricants, fluids, and fuels shall conform to the requirements as specified herein.
- b. CONTRACTOR shall provide the COUNTY with a copy of all Safety Data Sheets (SDS) as required by the Occupational Safety and Health Administration (OSHA) for each type and brand of chemical used in the performance of these services and shall maintain a separate file with duplicate copies of the form for each chemical used in the performance of these services.
- c. All chemicals shall be purchased, brought on-site, and stocked in approved storage areas in their original containers by the CONTRACTOR. The chemicals shall remain in such containers until diluted or mixed for use. In addition, all chemicals shall be stored in secondary containment bins or pallets capable of containing the overall volume of the material being stored.
- d. Material that requires precautionary warnings shall have labels affixed to all containers or markings as are prescribed and approved by law, regulatory agency, or the Contract Administrator.

2.10 Uniforms.

a. CONTRACTOR shall provide each employee uniforms that will be subject to DOA approval. The CONTRACTOR's uniforms shall have a company name/logo and the employees name clearly visible on the uniform. Uniform shall include appropriate personal protective equipment (PPE) appropriate to working conditions, such as: hard hats, safety glasses, steel toe shoes, and gloves.

- CONTRACTOR shall ensure all of its employees prominently wear their security identification badges at all times while on COUNTY premises.
- 2.11 Two-Way Radios. DOA shall furnish and maintain and sufficient number of 800MHz two-way portable radios for the CONTRACTOR's use under the terms of the Contract. These radios shall be used for the sole purpose of communication 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.

2.12 Telephone/Internet Service.

- a. CONTRACTOR shall provide telephone/internet service and a telephone for CONTRACTOR's use at the on-site office.
- b. The CONTRACTOR shall provide a telephone paging service and paging devices. At a minimum, the CONTRACTOR shall provide the County and each technician paging devices to be worn at all times during the performance of these services. The Contract Manager shall be required to carry a cellular phone and make their number available as needed during the performance of the Contract.
- c. The CONTRACTOR shall provide a recording type telephone answering machine at the CONTRACTOR's on-site office.
- d. Should the Contract Manager be away from the site or otherwise not able to respond to pages or telephone calls, another authorized person shall be designated to respond for the CONTRACTOR.

2.13 Space Inventory.

- a. The CONTRACTOR shall have an agreement, approved by DOA, to use a break room and office space, at the Airport at no charge to CONTRACTOR to be used solely and exclusively in connection with the services required to be provided by the CONTRACTOR hereunder. This license agreement will be entered into between the CONTRACTOR and the DOA after award of Contract. The CONTRACTOR's employees shall not use the Airport concourses or public areas for taking breaks.
- b. The CONTRACTOR shall have an agreement, approved by DOA, to use a storage space to be used solely and exclusively in connection with the services required to be provided by the CONTRACTOR hereunder. Maintenance of this area shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall store supplies, materials and equipment only in the storage space designated by the COUNTY. Any off-site storing of supplies shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall provide approved storage cabinets or containers for all chemicals stored in the assigned spaces in addition to secondary containment as necessary and directed by the Contract Administrator.

- c. The COUNTY may provide additional space for the CONTRACTOR to use in connection with the Contract. Any such space shall be subject to a separate license agreement between the CONTRACTOR and the DOA, which may be granted or withheld in the DOA's sole and absolute discretion.
- d. The CONTRACTOR shall not construct any improvements to the spaces without the prior written approval of the DOA, which may be granted or withheld in the DOA's sole and absolute discretion.
- e. The CONTRACTOR shall keep the break room, office space and storage space clean and orderly at all times. Maintenance and repair of these areas shall be the responsibility of the CONTRACTOR at the CONTRACTOR's sole cost and expense. Upon the expiration or early termination of the Contract, the CONTRACTOR shall surrender the spaces free and clear of all personal property and in a neat clean condition. The CONTRACTOR shall be responsible for repairing any damage to the spaces at the CONTRACTOR's sole cost and expense.
- f. In the event that the spaces described herein are required by the COUNTY for other purposes, the COUNTY shall have the right to require the CONTRACTOR to relocate to alternative space in its sole and absolute discretion. The space may vary in size and location. The CONTRACTOR shall complete the relocation within five (5) calendar days of receiving written notification from the COUNTY and shall do so at no additional cost to the COUNTY.

2.14 Key Control.

- The CONTRACTOR shall secure all keys, key cards, codes, and other entry devices provided by the COUNTY.
- The CONTRACTOR shall maintain a record of the key numbers issued to its employees.
- c. The CONTRACTOR shall not duplicate nor allow keys, key cards, codes, and other entry devices to be duplicated.
- d. The CONTRACTOR shall immediately report to the COUNTY any item that becomes lost, missing or stolen. Should the CONTRACTOR lose or have any keys stolen, the cost of changing locks or replacement of keys shall be deducted from the CONTRACTOR's invoice to the COUNTY for the work performed under the Contract.
- 2.15 Needed Repairs. CONTRACTOR shall immediately notify the Contract Administrator, in written format (i.e., e-mail, daily worksheet report, etc.) acceptable to the COUNTY, of necessary repairs and/or damage to systems, fixtures, building and appurtenances observed during the performance of the services. Any item of a critical, priority or emergency nature shall be verbally reported immediately to the COUNTY upon discovery, with written notification to follow prior to the end of the work shift.

2.16 <u>Scavenging</u>. CONTRACTOR shall develop, implement and maintain procedures to ensure that no employee of the CONTRACTOR scavenges parts, materials, or supplies used or new in the performance of the Contract.

3. WORK SCHEDULE

- 3.1 The CONTRACTOR shall maintain on-site a weekly work schedule and provide a copy to the Contract Administrator. The work schedule shall be updated whenever a change is made and shall list each employee by name, position, and scheduled hours of work.
- 3.2 Hours: Regular Overtime Holidays.
 - a. The CONTRACTOR shall perform the services required by the Contract twenty-four (24) hours per day, 365 days per year including all holidays observed by the COUNTY and the CONTRACTOR, unless otherwise specified by the COUNTY.
 - b. Regular hours shall be defined as 5:00 a.m. 10:30 p.m. seven (7) days per week, forty-eight (48) man hours per day minimum, 40 hours per week, per employee.
 - c. Overtime shall be time during which a full-time employee works beyond their scheduled work shift <u>and</u> in excess of 40 hours per week. Temporary changes in shift times, as reasonably requested by the COUNTY to minimize the impact on airport operations shall not be considered overtime unless such shift change causes the employee to exceed 40 hours per week under the contract.
 - d. All overtime shall be approved in advance by the Contract Administrator. Vacation time, scheduled and approved in advance, shall be considered as time worked when calculating overtime. Holidays shall be those days observed by the COUNTY.
 - e. Overtime shall be paid at a rate of 1.5 times the awarded hourly rate, per person, for actual time worked.
 - f. Employees for all shifts are required to clock in and out of a Biometric time clock system.

4. <u>EMPLOYEE STAFFING AND SCHEDULING</u>

The CONTRACTOR shall maintain on-site a weekly work schedule and provide a copy to the Contract Administrator. The work schedule shall be updated whenever a change is made and shall list each employee by name, position, and scheduled hours of work.

- 4.1 Operation and Maintenance Manager (minimum one (1) required).
 - 4.1.1 Minimum requirements:
 - a. The Operation and Maintenance (O & M) Manager shall have a minimum of five (5) years experience managing personnel, provide three (3)

references demonstrating management of passenger boarding bridges, a working knowledge in three (3) phase motor controls, programmable logic controls (PLC), variable frequency drives, chiller plant operation and maintenance, 400-Hertz ground power systems and general mechanical abilities or combination thereof in previous employment history. In addition, a person in this position shall possess significant computer skills to create reports, spreadsheets, etc., and ability to manage a computerized maintenance management system (CMMS).

- b. The O & M Manager shall complete inspections to ensure the services are performed as specified. The O & M Manager shall provide a written monthly report on all covered systems, listing all work or projects completed, status and/or deficiencies of covered equipment, and projected work for the following month. Unless otherwise requested by the COUNTY, the O & M Manager shall provide a copy of all such reports or reviews and of all written supervisor inspections to the Contract Administrator within ten (10) days of the end of each month on which the review or inspection was conducted.
- c. The O & M Manager shall be available Monday through Friday between the hours of 7:00 a.m. to 4:00 p.m. minimum, forty (40) hours per week (these hours shall be considered normal coverage hours).
- d. The O & M Manager requirements may be waived on COUNTY holidays at the discretion of the CONTRACTOR; however, during vacation or non-work related absence from job, the O & M Manager shall designate a temporary acting manager with full responsibilities for assignments or to schedule employee workloads.

The O & M Manager or their designee shall be "on-call" twenty four (24) hours per day, seven (7) days per week and capable of physically responding to the airport within one (1) hour from the time of notification to any of the locations set forth in this Scope of Work/Services.

- e. The O & M Manager shall not be a substitute for any other position.
- f. The O & M Manager shall be fluent in speaking, writing, and reading the English language and capable of communicating clearly over airport radios.
- g. CONTRACTOR shall promptly notify the COUNTY in writing of a request to change the O & M Manger and shall be subject to approval by the COUNTY. The O & M Manager shall have full authority to act for the CONTRACTOR at all times to carry out the provisions of the Contract. The COUNTY or its designee reserves the right to accept or reject the CONTRACTOR's selection of the O & M Manager at any time during the term of the Contract.

4.1.2 On-Call Requirements:

- a. For the purpose of the contract, the term "on-call" shall mean the O & M Manager shall respond in person or via telephone to all trouble and/or service calls on a twenty-four (24) hour per day, seven (7) days per week basis. Should the nature of the trouble/service call be such that it requires the O & M Manager to report in person to the area or equipment covered under the Scope of Work/Services (example: equipment breakdown), the O & M Manager shall report in person within one (1) hour to the location in question or designee to initiate repairs.
- b. Any determination as to the necessity to report in person to a location listed herein shall be made by the Contract Administrator. This coverage and response shall be part of the contractual obligations during the period of the contract and shall not constitute additional costs to the COUNTY.
- c. The O & M Manager shall be available on a twenty-four (24) hour per day, seven (7) days per week basis, for any project work, shift work or scheduled work on the covered systems beyond normal coverage hours without additional compensation. This coverage and response requirement shall be part of the contractual obligations during the period of the contract and shall not constitute additional costs to the COUNTY.

4.2 Assistant Operation and Maintenance Manager.

The CONTRACTOR shall hire and maintain a minimum of one (1) Assistant Operation and Maintenance (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 additional 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. The Assistant O & M Manager shall be fluent in speaking, reading, and writing the English language.

4.3 Passenger Boarding Bridge Technicians (minimum two (2) required).

Passenger Boarding Bridge Technicians shall be available (on-call) seven (7) days per week, twenty-four (24) hours per day. Normal coverage hours require a minimum of two (2) technicians on duty at all times between the hours of 5:00 a.m. through 10:30 p.m., seven (7) days per week, per employee.

Minimum requirements:

a. The Passenger Boarding Bridge Technicians shall have a minimum of three (3) years experience in equipment operation, maintenance, repair and troubleshooting the following systems. Passenger boarding bridges, 400 Hertz ground power, 3 phase motor controls, cabin air conditioning systems, electronics, PLC, VFD systems, and solid waste triturator system. In addition, but not limited to inspections, electronics, limit switches, circuit boards, inverters, tires, gears, hydraulics, pumps, cylinders and various peripheral equipment. The Technicians may qualify by a combination of history and knowledge of the above noted systems.

- b. The CONTRACTOR shall provide to COUNTY, verification of the Passenger Boarding Bridge Technicians' training, experience or certification in the above areas. The CONTRACTOR's employee(s) personnel records shall be made available to the COUNTY upon request.
- c. The Technicians shall also be trained to respond to facility maintenance trouble calls within the main terminal building including non-routine HVAC, plumbing, general maintenance, electrical power and lighting calls at established hourly rates.
- d. The CONTRACTOR shall provide the Contract Administrator a weekly work schedule listing all shift coverage and employee classifications. Any changes to the schedule shall be promptly furnished to the Contract Administrator.
- e. The Technicians shall be fluent in speaking, writing, and reading the English language and capable of communicating clearly over airport radios.

4.4 Ramp Service Technicians.

The Ramp Service Technicians shall work a total of sixteen (16) combined hours per day, seven (7) days per week, any period of eight (8) hours each between the hours of 5:00 a.m. through 10:30 p.m., minimum forty (40) hours per week, per employee, (these hours shall be considered normal coverage hours).

- a. The Ramp Service Technicians shall possess a general working knowledge of equipment maintenance and procedures with an aptitude in minor equipment repairs and maintenance. Such tasks shall include minor adjustments, lubrication, cleaning, corrosion control, painting, and general housekeeping duties assigned. This position may assist the Passenger Boarding Bridge Technicians in larger tasks; however, the primary responsibilities shall be as noted above with a special emphasis on cleaning and rust prevention.
- b. The Ramp Service Technicians shall be fluent in speaking, writing, and reading the English language and capable of communicating clearly over airport radios.

c. The DOA reserves the right to request the CONTRACTOR remove any employee should the employee's behavior, appearance, professionalism, ethical behavior, credentials or licensing not meet the requirements of the Department of Airports.

4.5 Additional Skill and Semi-Skilled Staffing.

In addition to the requirements for the Technical Specialists necessary to maintain the equipment and systems listed herein, the COUNTY is requesting an hourly labor rate from the CONTRACTOR to furnish additional qualified personnel, as identified on Appendix A, Price Proposal Pages, to provide preventative and corrective maintenance on other Airport systems. This request shall be to provide trained personnel outside of the scope of Technical Specialist that may require specific training, experience, certification and/or licensing in other areas, trades and systems integral to the Airport.

Additional personnel provided through the Contract shall be at the sole discretion of Airports and shall be made available when requested by Airports at the hourly rate proposed. The hourly rate proposed shall be all-inclusive allowing for all required management, insurances, compensation, and training to perform the necessary services for the duration of the contract. The hourly rate proposed shall apply to any shift coverage requested by Airports.

4.6 <u>Relief for Absenteeism and Vacation</u>.

- a. The 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 service hours shall be maintained at all times.
- b. The CONTRACTOR shall provide for each vacant position a competent replacement that has the authority to carry out the terms and provisions of the contract.
- 4.7 <u>Employment of Aliens</u>. Proposer shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration law of the federal government.

4.8 Labor Activity.

a. CONTRACTOR shall be responsible for its own labor relations with any trade or union representative among its employees and shall negotiate and be responsible for remedying all of the disputes between itself and its employees or any union representing such employees. Whenever the CONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the performance of the services, the CONTRACTOR shall immediately give written notice thereof to the COUNTY.

- b. If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the CONTRACTOR which results in the curtailment or discontinuation of services provided hereunder, the COUNTY shall have the right during said period to employ any means legally permissible to have the services provided. This shall include the use of the CONTRACTOR's equipment, tools, supplies and chemicals specified for use in the performance of routine services.
- c. In the event of a work stoppage by employees of the COUNTY or any of the COUNTY's other contractors affecting the site, the CONTRACTOR shall furnish the services required to keep the site in a condition acceptable to the COUNTY. In the event of danger to the employees of the CONTRACTOR, such services shall be performed by CONTRACTOR's management and supervisory employees in cooperation with the COUNTY's employees.

5. COUNTY'S CONTRACT ADMINISTRATOR

- a. The COUNTY will designate a COUNTY employee as Contract Administrator who will act on behalf of the COUNTY for monitoring CONTRACTOR's performance under the Contract.
- b. The CONTRACTOR shall provide the COUNTY free and easy access to inspect and measure the manner and progress of the services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies and all other materials used in the performance of these services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the services or employee(s) of the CONTRACTOR, but to assure that all services meet the requirement of the Contract.
- c. With regard to the requirements included herein, the COUNTY shall decide any and all questions that may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies and all other materials, methods and procedures used in the performance of these services.
- d. The COUNTY will determine the amount and quality of the several kinds of services performed and materials furnished which are to be paid for under the Contract.
- e. The COUNTY will have the authority to require the CONTRACTOR to make temporary changes in the assignment of routine services, tasks and task frequencies if such changes do not affect the costs of the CONTRACTOR. Such temporary changes shall not affect the amount of payment to the CONTRACTOR.
- f. The COUNTY shall in no instance have the authority to act as foreman or

supervisor for the CONTRACTOR and shall not interfere with the CONTRACTOR in the supervision or direction of the employees of the CONTRACTOR.

- g. Any advice provided to the CONTRACTOR by the COUNTY shall in no way be construed as binding upon the COUNTY, or release the CONTRACTOR from fulfilling the provisions of the Contract.
- h. In the event the Contract Administrator needs a 3rd party technical advisor, an independent inspector may provide recommendations to the Contract Administrator.

6. <u>SECURITY AND IDENTIFICATION</u>

- a. The CONTRACTOR shall take all measures necessary to comply and ensure that CONTRACTOR employee(s) and subcontractors comply with the security rules and regulations of the County and Transportation Security Administration (TSA) and all federal, state and local rules, laws and regulations.
- b. Employee(s) serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on or off the Airport and shall not use alcohol on the COUNTY's premises nor preceding their work shift, when to do so would in any way effect the performance of the services.
- c. Each employee of the CONTRACTOR engaged in furnishing services hereunder shall be subject to a criminal history records check and Security Threat Assessment as required by TSA. The CONTRACTOR shall pay the then current fee established by Airports for each employee for fingerprinting and processing. Each employee of the CONTRACTOR performing services onsite shall also attend the required Security Identification Display Area (SIDA) training and comply with all applicable security rules and regulations.
- d. The Contract Manager who will sign the PBIA Unescorted Media Application form for his organization shall attend the yearly Signatory Authority Training Class.
- e. The COUNTY shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The CONTRACTOR shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the COUNTY. The COUNTY reserves the right to conduct its own investigation of any employee of the CONTRACTOR.
- f. The CONTRACTOR shall remove from service any employee who in the opinion of the COUNTY is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the COUNTY. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the

employee by the CONTRACTOR.

- g. Permanent and occasional personnel shall comply strictly with Airports access and security requirements, as well as any other rules and regulations governing conduct on the Airport including, but not limited to, the Airports Rules and Regulations.
- h. At the beginning of the initial contract term, the COUNTY shall provide at no cost to the CONTRACTOR one (1) Airport Security Badge for each employee of the CONTRACTOR performing services under the Contract. The CONTRACTOR shall pay the COUNTY the then current fee established by Airports for lost or replacement badges, or for badges not returned to the COUNTY upon termination or transfer of an employee.
- i. Upon termination or transfer of any employee of the CONTRACTOR, the CONTRACTOR shall immediately notify the COUNTY in writing of such termination or transfer, and shall immediately obtain and return to the COUNTY all identification badges or access devices for said employee that allow access to any airport area.
- j. The CONTRACTOR shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any area unless required in the performance of these services.
- k. CONTRACTOR shall establish, implement and maintain procedures and controls to ensure each employee of the CONTRACTOR complies with all applicable provisions of the contract and all site rules and practices of the COUNTY. Additionally, each employee of the CONTRACTOR shall use a recording time clock and time card at the beginning and end of their respective work shifts to indicate hours worked.
- CONTRACTOR shall ensure that lost, or apparently lost articles, found by the CONTRACTOR employee(s) be turned in immediately to the COUNTY or its designated representative.

7. AREA ASSIGNMENT AND SAFETY REGULATIONS

- a. The CONTRACTOR shall restrict its employees to work areas for performance of routine services in accordance with the system descriptions, as specified herein.
- b. Each employee shall be in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift.
- c. The CONTRACTOR and its employees shall comply with all applicable safety policies and regulations as set forth by Palm Beach County's Risk Management/Loss Control Division. All CONTRACTOR employees shall comply with all sections of Palm Beach County's LOCK OUT / TAG OUT Policy

- (CW-O-070) and abide by the procedures outlined in Code of Federal Regulations 29 CFR 1910.147 and 1910.333.
- d. Access routes, entrance gates or doors, parking and storage areas, etc., to the Airport facility, and any imposed time limitations (i.e. customs, etc.) shall be designated by the COUNTY. The CONTRACTOR shall conduct its operations in strict observation of the access routes and other areas of access that are established.
- e. The CONTRACTOR shall ensure under no circumstances shall CONTRACTOR's employees enter or move upon any area not authorized by COUNTY for access to the CONTRACTOR.

8. CONDITION OF EQUIPMENT AND SYSTEMS

- 9.4 Unless specifically listed, all equipment and systems within the scope of the contract are assumed to be in 100% operational condition at the initiation of the contract.
- 9.5 Within thirty (30) days prior to the expiration of the contract, CONTRACTOR shall assure and certify that all equipment and systems are restored to full 100% operational status, and shall be responsible for the correction of deficiencies noted during final inspection of covered equipment.
- 9.6 Tools. The CONTRACTOR shall provide all tools, equipment, training, and technical support necessary to perform annual, quarterly, monthly, weekly and daily interval maintenance / inspections, adjustments, and repairs. Equipment and tools, including any special equipment required solely for the services performed under the scope of the contract shall be furnished by the CONTRACTOR at no additional expense to the COUNTY.
- 9.7 Parts and Equipment. The COUNTY has in stock an initial inventory of certain spare and consumable replacement parts integral to the equipment covered in the contract. CONTRACTOR may utilize this parts inventory during the term of the contract subject to approval of the Contract Administrator. All parts taken from this stock shall be documented in work order reports furnished to the COUNTY.

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 at the CONTRACTOR's cost plus established markup.
- 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 quality and grade, and be in full compliance with manufacturer's established equipment design and industry practices.

- c. CONTRACTOR shall securely store all parts on site.
- d. All DOA Passenger Boarding Bridge parts and inventory on hand will be transferred from the COUNTY to the CONTRACTOR.
- 8.5 <u>Manufacturer's Specifications</u>. CONTRACTOR shall perform all services and repairs as per manufacturer's specifications and frequencies. The CONTRACTOR shall not use parts, equipment or lubricants not approved by the system manufacturer as acceptable components or approved equal to those originally installed.

9. 400-HERTZ/CABIN AIR SYSTEM

The cabin air system, originally installed by Teledyne-Inet, is a central system designed to provide pre-conditioned air to aircraft while at each airport gate. This system incorporates a thermal storage capability that works in conjunction with two (2) chillers and a central automated control system (Honeywell). The 400-Hertz system is a central 400-Hertz generating and distribution system providing ground power to aircraft at each of twenty-eight (28) terminal gates.

10.4 CONTRACTOR Responsibilities:

- a. CONTRACTOR shall provide all services, labor, equipment, parts and materials necessary to service, maintain and provide emergency repair to the 400-Hertz/cabin air systems on a twenty-four (24) hour per day, seven (7) days per week basis for all covered equipment per the manufacturer's recommendations at a minimum.
- b. The CONTRACTOR shall furnish all labor, materials, equipment, reports and training necessary to provide scheduled and emergency service, maintenance and repair of the Terminal Central and Gate air cooling and handling equipment and 400-Hertz electrical system, all as more fully set-forth below. All replacement parts for the mentioned systems shall be provided by the CONTRACTOR, as provided for herein, or furnished by the COUNTY.
- c. Services performed for the 400-Hertz/cabin air system by the CONTRACTOR shall be coordinated with and under the general direction of COUNTY.
- d. CONTRACTOR is responsible for the 400-Hertz panel. The DOA is responsible for the switchboard/60-Hertz feed.
- 10.5 <u>Covered Equipment</u>. The following equipment for the 400 Hertz/cabin air system has been supplied and/or installed by various manufacturers, and is specifically covered under the scope of the Contract and may be subject to

change. All new/replacement equipment shall be covered under the Contract at no additional cost to the COUNTY.

Two (2) Centrifugal chillers (TRANE) with cooling towers (Marley) and all related controls, panels, piping. EG/W and condenser water pumps, EG/W tanks, control and manual valves; all EG/W piping, fittings, valves, insulation and hangers within the Mechanical Room, along Concourses, Terminal and at each gate. Motor starters, motor control center. Ice storage tanks, related fittings. Fifteen (15) System Controller (Honeywell) and related software, One (1) display computer screen; central monitoring system, computer, (TAC) gate controllers and related hardware and software (Honeywell, TAC). Pre-conditioned air instruments. Gate air handlers and related valves, air dampers, rigid Twenty-eight (28) telescoping air duct and fittings, flex hose, clamps and Sets, gate pre-conditioned air controls. Twenty-eight (28) Twenty-eight (28) Hose storage baskets and wheeled hose extension carts. Four (4) 400-Hertz solid state Converters (JetPower), 312KVA

Two (2) 400-Hertz – 575v distribution cabinets.

each

Twenty-eight (28) 400-Hertz and 28 VDC Gate service cabinets, PB

stations and internal components.

Twenty-eight (28) 400-Hertz pantograph assemblies and wiring within.

Twenty-eight (28) 400-Hertz and 28 VDC cable retrievers, located on boarding bridges.
400-Hertz installation conduit, wiring, cable, fittings,

brackets, junction boxes, from within 400-Hertz. Generator Room to bridge gate boxes.

Twenty-eight (28) Sets, flexible aircraft service hose, aircraft connector. EG/W solution in chilled water piping system. Finishes including touch-up.

Twenty-eight (28) 400-Hertz and 28 VDC aircraft service cables and connectors.

10.6 <u>Emergency Service Response</u>.

- a. The CONTRACTOR shall provide local "on-call" availability of emergency service twenty-four (24) hours per day, seven (7) days per week, with an on-site response time of less than two (2) hours.
- b. The CONTRACTOR shall provide emergency service for the 400-Hertz/cabin air system in response to COUNTY's request. If the nature of the trouble call is deemed critical by the Contract Administrator the CONTRACTOR or their designee shall arrive or call subcontractors, as

- required and the problem will be corrected. A full report shall be provided to the COUNTY when the problem is corrected and the equipment put back into full operational order.
- c. The CONTRACTOR shall keep records of all failure reports on the 400-Hertz/cabin air system and forward copies of pertinent records to the COUNTY. These records are used to determine necessary changes in procedures, design review, or level of recommended spares.
- d. Emergency service may include the use of subcontractor personnel when necessary for the requirement for additional technical expertise.

10.7 Performance of Scheduled Maintenance Service.

- a. The CONTRACTOR shall perform daily, weekly, monthly and quarterly inspections of the entire 400-Hertz/cabin air and control systems.
- b. Maintenance inspections shall be performed by the CONTRACTOR and assisted as required by subcontractors, if necessary. All preventative maintenance routines shall be pre-scheduled and coordinated with COUNTY at mutually-agreeable times. A written report shall be made available to the COUNTY at the end of each scheduled inspection period indicating any defects in the program, forecast on parts replacement and general comments affecting the integrity of the system.
- c. The CONTRACTOR shall perform all maintenance, repairs and inspections per original manufacturer's specifications or requirements. The COUNTY will provide any available copies of manufacturer's literature on covered equipment to the CONTRACTOR.
- d. The CONTRACTOR shall undertake an active and ongoing rust and corrosion prevention program on all covered equipment. This shall include priming and painting of exposed metal surfaces, and replacement of components and parts that are rusted or corroded beyond repair.

10.8 Gate Equipment.

- a. The CONTRACTOR shall inspect all covered gate equipment on a daily basis for performance, signs of wear or deterioration. The CONTRACTOR shall calibrate or adjust, if necessary, and perform other corrective action where required. The inspection shall include air handlers, dampers, telescoping air ducts, 400-Hertz service cabinets, etc. Lamps shall be changed as necessary; air filters shall be changed or cleaned as necessary. Corrective action and work performed shall be documented by way of work order reports furnished to the COUNTY.
- The CONTRACTOR shall inspect the gate equipment on a quarterly basis and prepare a report, indicating areas requiring correction or

repair, and areas where operating procedures or daily routine tasks should be changed or improved. This inspection shall include visual observation and reporting for items that are part of the system but not covered within the scope of the Contract (i.e. equipment supplied or specified by others or piping/wiring installed outside of covered equipment).

10.9 Central Systems.

- a. Includes equipment such as chiller/ice storage plant, cooling towers, and 400-Hertz distribution systems. A preventative maintenance routine shall be performed regularly, as per manufacturer's specifications and equipment requirements. These systems shall be inspected, checked for proper operation, adjusted and/or aligned as necessary, cleaned or repaired if required.
- b. The CONTRACTOR shall perform daily inspections on the central system for proper operation and to check for system faults. System status shall be logged into log books at each location, in addition to documentation by way of work order reports furnished to the COUNTY. Oil and other fluid levels shall be checked and filled as necessary, lamps and filters shall be checked and replaced or cleaned. Readings of critical parameters shall be made and compared to standard values; appropriate corrective actions shall be taken, as and if required.
- c. The CONTRACTOR shall provide a quarterly report on these systems, indicating areas requiring correction or repair, maintenance scheduled during the following six (6) months, and areas where operating procedures or daily tasks should be changed or improved. Reports are to be submitted to the COUNTY for review and action as necessary.

<u>NOTE</u>: The CONTRACTOR shall perform daily, monthly, and quarterly items, such as: observation, area housekeeping, cleaning, painting, replacement of worn or damaged consumable items (such as, service hose segments), record keeping denoting items to be scheduled for next preventative maintenance service, lubrication, filter-changing, recording key parameters, maintaining spare parts inventories, and periodic inspection, including tightening, adjustments, etc.

10.10 Replacement Parts. COUNTY has in stock an initial inventory of certain spare and consumable replacement parts integral to the covered 400-Hertz/cabin air system and related equipment. The CONTRACTOR may draw upon this parts inventory during the term of the Contract. All parts taken from this stock shall be documented in work order reports furnished to the COUNTY.

10.11 Reports and Other Data.

a. The CONTRACTOR shall provide to the COUNTY updated service

bulletins and catalogs when received for the 400-Hertz/cabin air system.

- b. The CONTRACTOR shall provide to the COUNTY an initial submittal of inspection procedure and report form. The report form shall include, but not be limited to, the following information:
 - A detailed inspection and maintenance schedule shall be provided to the COUNTY for all covered equipment upon commencement of the Contract. It shall be updated and revised as appropriate during the term of the Contract and a final schedule shall be delivered prior to conclusion of the Contract.
 - ii. CONTRACTOR shall be responsible for maintaining a spare parts inventory list, updated monthly, and to submit an annual report to the COUNTY on the anniversary of the effective date of the Contract. It shall show all parts in stock, all parts consumed during period, and list any deficiencies to original quantities. The COUNTY may request a current inventory report at any time during the term of the Contract.

10. PASSENGER BOARDING BRIDGES

- 11.4 CONTRACTOR shall furnish all labor parts, materials, reports, and training necessary to provide scheduled emergency service maintenance and repair of passenger boarding bridges and related equipment at PBIA. DOA is responsible for the load side of power at the disconnect. The following is a list of current passenger boarding bridges and related equipment located at the Airport:
 - a. Equipment: Passenger Boarding Bridges

Twenty-eight (28) Thyssen-Krupp, 3 Tunnel, Ramp Drive Passenger Boarding Bridges

One (1) Thyssen model – TB35/17.5-3
Twenty-three (23) Thyssen model – TB37/18.5-3
Two (2) Thyssen model – TB41/19.5-3
Two (2) Thyssen model – TB43/20.5-3

- b. Related Accessory and Ancillary Equipment
 - i. Portable water hoses, nozzles, water cabinet and equipment located within. The CONTRACTOR's responsibility starts at the back flow. The DOA is responsible for the feed to the potable water cabinet.

Location: At base of each Passenger Boarding Bridge &

Concourse A

Quantity: Twenty-nine (29)

 400 Hertz Cable Retrievers, Mfg. by INET Location: At top of each boarding bridge head

Quantity: Twenty-eight (28)

iii. 28VDC Cable Retrievers, Mfg. by INET Location: At top of each boarding bridge head Quantity: Twenty-eight (28) iv. Cable-operated baggage lifts (NOVA), Mfg by US Applied Mechanics Location: Attached to PLB exterior star platform Quantity: Twenty-eight (28)

v. Cabin air hose storage baskets Location: Attached to PLB bridge head Quantity: Twenty-eight (28)

CONTRACTOR shall provide all necessary maintenance of bridges, including all oil, lights, electrical, carpet, and vinyl flooring repairs, and water intrusion problems.

11.5 Scheduled Maintenance.

- a. All inspections, service, preventative maintenance, repairs, and lubrication shall be accomplished in accordance with manufacturer's specifications and recommendations. In order to obtain the long life and best performance of the bridges, maintenance, including inspection, lubrication, adjustment, cleaning and painting, should be performed in strict accordance with these specifications. The COUNTY shall provide any available copies of manufacturer's literature on covered equipment to the CONTRACTOR.
- b. The CONTRACTOR shall implement an active and continuous program for the repair, prevention, and control of any and all rust and corrosion on all covered equipment. All areas of rust shall be promptly repaired and repainted to match surrounding surfaces.
- c. The CONTRACTOR shall provide to the COUNTY a checklist, showing work accomplished by the CONTRACTOR's personnel upon completion of all inspections, lubrications, or repairs. Any component found to be defective is to be noted on the checklist. All replacement or major repairs of any component shall be accomplished by the CONTRACTOR. All routine work is to be performed during the CONTRACTOR's regular working hours and at such times as within these hours as required by and satisfactory to the COUNTY.
- d. CONTRACTOR shall maintain passenger boarding bridge monitoring system per manufacturer instructions.
- 11.6 <u>Emergency Service</u>. CONTRACTOR shall provide twenty-four (24) hour emergency service and shall furnish a telephone number or numbers for twenty-four (24) hour contact.
- 11.7 Removal from Service. CONTRACTOR shall not remove the bridge units from service without prior notification to the Contract Administrator, unless passenger, airport personnel or aircraft safety is at risk. If bridge units are removed from service due to safety concerns, the Contract Administrator shall be notified immediately thereafter.

11.8 <u>Miscellaneous Equipment, Materials and Supplies</u>. All miscellaneous materials, equipment and supplies required solely for the services performed under the Contract, shall be furnished by CONTRACTOR at no cost to the COUNTY unless otherwise specified by the COUNTY.

11.9 Parts.

- a. All parts integral and unique to the boarding bridges shall be supplied by the COUNTY. CONTRACTOR may, upon request of the COUNTY, order parts that are not in warehouse stock as a normal scope of service under the contract. CONTRACTOR may be allowed to stock minimum quantities of consumable parts upon approval of the COUNTY.
- b. All parts and materials which are to be furnished by CONTRACTOR shall be invoiced at the CONTRACTOR's cost plus established markup per the contract. Parts shall be replaced by CONTRACTOR only after receiving written approval from the COUNTY. Costs for this service shall be considered part of normal scope of service.
- c. Any special equipment or tools required solely for the services performed on the 400 Hertz/cabin air system shall be furnished by the CONTRACTOR, and invoiced to the COUNTY for reimbursement of the actual cost plus established markup. Request for reimbursement shall be accompanied by evidence reasonably satisfactory to the COUNTY of the cost incurred by the CONTRACTOR, including copies of receipts and invoices. Any special equipment or tools shall then become the property of the COUNTY, and the CONTRACTOR assumes full responsibility for their use and safekeeping. The purchase of any special equipment or tools shall be subject to prior written approval by the COUNTY.
- 11.10 <u>Items Not Included As Routine Maintenance</u>. The following items shall not be included as routine maintenance and repairs, but may be included as project work upon prior written approval of the Contract Administrator:
 - Damage caused by wind, vehicles, fire, etc.
 - b. Replacement of carpet.

Daily interior cleaning of boarding bridges shall remain the responsibility of the janitorial contractor.

- 11.11 <u>Daily Inspections</u>. CONTRACTOR, as part of scheduled maintenance, shall provide for daily loading bridge inspections as follows:
 - a. Tires visual check.
 - b. Hydraulic System visual check for leakage and fluid level.

- Electrical Check power supply available for boarding bridge, cabin air systems, and 400-Hertz.
- d. Operation of boarding bridge hydraulic system operations, all CAB and Tunnel functions working properly.
- e. Visual check for damage to boarding bridge.
- f. Daily inspection reports shall be made available to the County, noting any deficiencies or repairs required to covered systems.

11. TRITURATOR

12.4 The CONTRACTOR shall furnish all labor, parts and materials, reports and training necessary to provide scheduled and emergency service maintenance and repair of the solid waste disposal triturator located at the airport as listed below:

a. Equipment:

Solid Waste Triturator and associated controls

b. Model:

TM8512

c. Manufacturer:

Franklin Miller Taskmaster TM8500

d. Quantity:

Two (2)

12.5 Scheduled Maintenance.

All inspections, service, preventative maintenance, repairs, and lubrication performed by the CONTRACTOR shall be accomplished in accordance with manufacturer's specifications and recommendations. In order to obtain the long life and best performance of the equipment, maintenance, including inspection, lubrication, adjustment and cleaning should be performed in strict accordance with these specifications. The COUNTY shall provide any available copies of manufacturer's literature on covered equipment to the CONTRACTOR.

12. PORTABLE WHEELCHAIR ACCESS LIFT

12.1 The CONTRACTOR shall furnish all labor, parts and materials, reports and training necessary to provide scheduled and emergency service maintenance and repair of the specified Portable Passenger Access Lift located at the Airport listed below:

a. Equipment:

Passenger Access Lift

b. Model:

ED-50

c. Manufacturer:

AMR Eagle

d. Quantity:

One (1)

12.2 Scheduled Maintenance.

a. Monthly Inspections:

The CONTRACTOR shall perform the following inspections on a monthly basis:

- Perform visual walk-around of unit, checking for obvious damage (flat tires, broken or damaged castors, cut or chaffed wires, hoses, etc.)
- Check batter condition (gauge and button on the back of basket). Check operation of battery charger.
- Raise the basket and check the controls for proper operation. While the basket is up, check to see if the ramp extends and retracts smoothly.
- 4. With the basket raised approximately twelve inches (12"), release the parking brake and check to see that the unit moves smoothly.

b. Quarterly Inspections:

The CONTRACTOR shall perform the following services every three (3) months:

- 1. Grease all eight (8) carrier bearings:
 - · Two (2) on each side of the basket
 - · Two (2) on the front end of the lift arms on each side
- 2. Grease "Emergency Lower Valve."
- 3. Check battery terminals for corrosion (clean if necessary).
- Remove hydraulic pump cover and check the hydraulic fluid in pump.
- 5. Check all exposed wiring for security, chafes and cuts.
- 6. Check all hydraulic plumbing for leaks, cuts and chafes.
- 7. Raise the lift and clean the hydraulic cylinders.
- 8. Operate the lift and check the operation of the following:
 - Lift hydraulic system
 - · Lift controls in basket
 - Work light
 - Ramp extension
 - Emergency lower

13. 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.

14. COUNTY ACCEPTANCE

Acceptance is defined as the work completed and a service ticket signed by the COUNTY representative. Invoices shall be submitted only when the service has been rendered. Invoices shall not be accepted for services that have not yet been rendered.

15. PAYMENT

Payment will be based on the unit price offered on Appendix A, Price Proposal Page(s). Payment shall be rendered ONLY upon the COUNTY's satisfaction of services rendered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, shipping, transportation, travel, manpower, fuel, mobilization, demobilization and other facilities and services necessary to fully and completely provide the service(s) as specified herein. No additional compensation shall be offered or paid.

EXHIBIT B CONTRACTOR'S PROPOSAL Dated May 9, 2024 Contract No. 24-059/DJ

(To be added upon Award of Contract)







Request for Proposal

Maintenance of Airport Facilities and Systems for Palm Beach County Department of Airports RFP # 24-059/DJ







5/9/2024









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May 9, 2024

Mr. David Juhe Senior Buyer Palm Beach County Board of Commissioners Purchasing Department 50 South Military trail, Suite 110 West Palm Beach, FL 33415

RE: Maintenance of Airport Facilities and System for Palm Beach County Department of Airports: RFP #24-059/DJ

Dear Mr. Juhe,

JSM Airport Services, LLC (JSM) appreciates the opportunity to provide our Power of Partnership™ business philosophy with Palm Beach International Airport (PBIA). JSM is a reputable and experienced passenger boarding bridge and baggage handling maintenance and operations services provider, with successful site locations in many large HUB airports across the United States including Orlando, Denver, Houston, Boston, and Nashville – with our headquarters located at 1321 Apopka Airport Rd Hangar #101 Apopka FL 32712.



The JSM Team understands the need for attention to detail, and 24-7 responsiveness required to deliver cost-effective PBB maintenance solutions and we are confident that our organization possesses the necessary financial capacity, expert qualifications, strategic staffing, and nimble start-up procedures to ensure a smooth transition from the incumbent company.

Operational Approach

Embedded in our proposal are the key elements of our approach to the proper support of PBIA's PBBs and ground support equipment. Here are some of those important elements in our approach.

- □ Payrates indexed to local market conditions, at or above market rates to attract & retain talent.
- Benefits all JSM direct-hire employees are eligible for a robust benefits package including Medical/Dental/Vision, 401k, Life Ins., voluntary LTD/STD
- Staffing highlighting the importance of availability of skilled technicians (HVAC, Electricians) for Chillers, PCAs, and PWCs.
- Scheduling ensuring technician availability meets PBIA minimum coverage requirements (05:00-22:30 7 days a week)
- Licensing Compliant with proper trade certifications and business licensing
- □ Local Presence Florida-based firm with offices maintained in Palm Beach County
- S/D/MBE Goal JSM aims to support Palm Beach County's desire to grow local SBE/DBEs
- Transition Plan detailed, time-tested approach to a successful and sustainable contract start-up.
- ☐ Hurricane Plan sample provided of storm-tested response plan for hurricanes & other inclement weather events.





- •□ Capital Investment JSM targets a CapEx investment of over \$140k dedicated to PBIA PBB support.
- •□ Parts Inventory Mgmt. / CMMS / Safety JSM brings "best in class" programs to PBIA

We understand that a successful partnership starts with communication and knowing the needs of the airports we serve. As such, JSM recognizes that PBIA is one of the busiest airports in FL serving over 6 million passengers annually. With our strategic staffing plans you can count on JSM to be preprepared to handle increased passenger counts for the months and years to come.



In the response, JSM will present project references and personnel that will demonstrate our ability to perform the services requested in this important solicitation. The projects presented will chronicle a history of similar projects with direct relevance to the scope of work detailed. In addition, our project team biographies will demonstrate subject matter expertise directly related to passenger boarding bridges. Their particular skill sets include PBB maintenance programs, policies, procedures and OSHA safety requirements.

Professional Requirements	JSM and Team				
Professional Qualifications	 ■Experience working with governing authorities such as the Transportation Security Administration (TSA) and Customs & Border Protection (CBP) ■Thorough understanding of the project scope of work 				
Knowledge and Past Experience	 □ Seasoned key personnel with an average of 23 years in the PBB industry □ Nationally recognized staff with unparalleled reputations □ Successful execution of more than 200 aviation projects worldwide 				
Past Performance	 □Successfully serving Concessionaires / Airport Authorities for decades □PBB experience at small, medium and large HUB airports 				
Transition Experts	 Our leadership team has executed the successful start-ups of over of 38 new operations and maintenance programs 				
Quality First Preventive / Predictive Maintenance Programs	 Maximizing equipment life and reliability with strict adherence to proactive predictive maintenance, continuous improvement programs and non-routine maintenance repairs (correcting items before they fail) 				
Robust Training	• □ Training, JSM University, educational assistance programs for employee development				

JSM feels strongly that PBIA will benefit greatly from the experience our team will bring to this important PBB project. Through our long history of performing successful projects, we have consistently supported airport operations and been trusted airport ambassadors delivering a superior experience to the travelling public.



THE JSM TEAM

JSM management staff have many achievements to demonstrate our expertise in the execution of Maintenance for Passenger Boarding Bridges at PBIA. They start with building one of the largest independently held PBB repair and maintenance company. Members of JSM's management team has many years of service working for JBT Aerotech and other service providers. From these experiences, it is evident that JSM has the bandwidth



and the horsepower to effectively service PBIA's passenger boarding bridges.

WHY SELECT JSM?

OUR APPROACH

At JSM we continue to differentiate ourselves through the quality of service and high levels of customer satisfaction. Using our depth of experience, our programs are customized for each individual airport location to consider factors such as: the age of equipment, optimized spare parts requirements, flexible shift schedules that are tailored to flight operations and preventive maintenance compliance through the meticulous use of the Computerized Maintenance Management Software. JSM utilizes a multi-step, analytical process to develop the specific program characteristics for the airports we service.

HOW WILL JSM EXCEED PBIA'S EXPECTATIONS?

Proven and tested Preventive Maintenance Programs that encompass the following:

Reliability - Continuous history of service excellence at our operational airport sites

Integrity - Excellent reputation and customer references

Stability - Financially sound and stable

Knowledge - Experienced and skilled technicians

Employee Longevity - High workforce retention

Collaborative - Recognizing our programs operate best when we work together toward shared goals

Specialized - We are deliberately and enthusiastically focused on the aviation services market

Simplicity- Our company eliminates the rigidity and bureaucracy that comes while working with the larger firms

Availability – With our purposefully flat organization, our clients have direct and immediate access to our leadership

Technologically Adaptive - Promoting innovation by marrying available tools with best practice processes

Trustworthy – Transparent in our goals, methods and efforts to support our clients and provide careers for our employees



Consistent Improvement - High quality and continuous process improvement methodology and employee training

Advanced Software - In-depth expertise with best-in-class CMMS

PROPOSED SUBCONTRACTORS

JSM will partner with Bright & Clear Soft & Power Wash, who will provide yearly power washing of all bridge exteriors. Bright & Clear is a highly reputable MBE service provider located on Palm Beach.

JSM is a team member that helped one of the nation's largest airports attain J.D. Power's highest ranking for customer satisfaction. We look forward to bringing our high-powered team to Palm Beach International Airport where we can be an integral part of PBIA's successes.

a. Identification of Proposer, including name, address and telephone number.

JSM Airport Services -1321 Apopka Airport Rd Hangar #101 Apopka FL 32712. / 352.383.2600

b. Proposed working relationship between proposer and subcontractors, if applicable.

Please see above.

c. Name, title, address, telephone/fax numbers and e-mail address of contact person during period of proposal evaluation.

Mike Conner, President / Cell: 972.922.5412 / mike.conner@jsmairports.com Randy Allen, Sales Director / Cell: 513.520.7613 / randy.allen@jsmairports.com

d. Signed by a person authorized to bind proposer to the terms of the proposal.

Please see below.

Respectfully,

Mike Conner

President - JSM Airport Services

1321 Apopka Airport Rd

The Cour

HANGAR #101

Apopka FL 32712

352.383.2600

mike.conner@jsmairports.com

www.jsmairportservices.com

1. Experience/ Qualifications/ Background/ References





3.1 EXPERIENCE / QUALIFICATION / BACKGROUND / REFERENCES

3.1.1 Experience / Background

JSM Airport Services (JSM) is an owned subsidiary of JSM & Associates, LLC, a private company. Prior to creating JSM Airport Services (JSM) as a separate company to distinguish and broaden its brand and market position for delivering high quality maintenance services, JSM & Associates began providing expert Baggage Handling Systems operations and maintenance and Passenger Boarding Bridge maintenance services at CAT X airports since 2008. The JSM management team has been performing BHS & PBB O&M services since 2003 when they took over ELS a large operations and maintenance company now know as Dyfunki.

JSM Airport Services	Operations & Maintenance	PBBs & GSE	Annual Passengers (2022) (millions)	Bags Processed / Day	Spare Parts Inventory (\$ millions)
Large HUB Experience					
Denver International Airport	1	NIC	69.0	63,000	2.34
Orlando International Airport	1	95	50.0	61,000	2.27
Houston Intercontinental Airport	1	NIC	40.0	49,000	0.75
Boston International Airport	1	26	36.0	42,000	1.55
Nashville International Airport	1	49	18.0	29,000	0.54
Cincinnati/Northern Kentucky International Airport	1	NIC	8.0	10,000	1.22
San Juan Luis Muñoz Marin International Airport	1	35	11.0	NIC	N/A

3.1.2 Qualifications

The JSM TEAM

JSM Airport Services (JSM) is a group of aviation professionals specializing in maintenance services for Passenger Boarding Bridges (PBB) and, Baggage Handling Systems (BHS). **JSM's sole focus is to serve the airport industry and to develop talent and processes that benefit airport operations.** We do not engage in service agreements in any other industry, as such our approach is to offer complementary aviation industry services that directly and indirectly enhance operations, maintenance, and management of your passenger boarding bridges.







JSM offers skilled Passenger Boarding Bridge experts who can efficiently and effectively maintain the Passenger Boarding Bridge equipment, Pre-Conditioned Air Units, Ground Power Units, and Potable Water Cabinets that airports have invested in. The quality of our maintenance work is as important as the completion rate. 100% Preventative Maintenance and 100% Corrective Maintenance = "ZERO DOWNTIME".

Our qualifications for providing the required services are demonstrated by our operations, maintenance, and repair services performance record at the nation's largest airports. At Nashville International Airport (BNA), Boston-Logan International Airport and San Juan International Airport JSM currently servicing over 100 Passenger Boarding Bridges.



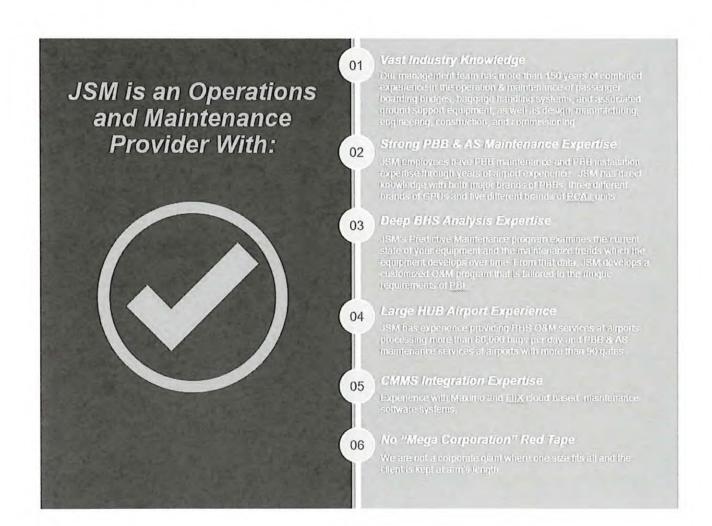
Some notable PBB service achievements JSM has provided:

- Inspected 61 JBT Passenger Boarding Bridges ensuring compliance to 121 Service Bulletins. In total, verifying and/or incorporating over 7000 factory recommended upgrades.
- Provided pneumatic to solid tire conversions on 59 Passenger Boarding Bridges
- Replaced roller assemblies on 59 Passenger Boarding Bridges
- Performed PC Air Hot Gas Upgrades on 45 INET units
- Provided install on 46 Verde PC Air Units
- Provided install on 6 Twist and 1 JBT Air Handler Units
- Provided install on 30 JBT Ground Power Units





- Refurbished and relocated 2 Passenger Boarding Bridges form the 90's wing to the 30's Wing
- Installed AC Conversions on 10 JBT Passenger Boarding bridges
- Provided Hurricane Tie-Down and Returned to Service for 5 severe weather events.
 Successfully returning Boarding Bridges and their associated equipment to full operational status for ensuing flight operations.
- Provided emergency repair to 3 Passenger Bridges, replacing T-1 structural railing increasing life and structural integrity of bridges.
- Provided 10-year bridge replacement plan that focused on condition of asset and historic maintenance and repair data.





b. References (3)



Nashville Intercontinental Airport

Client: Metropolitan Nashville Airport Authority Contact 1: Daniel B Brown, Assistant Vice President Maintenance/ Daniel.Brown@flynashville.com /

Office-615-275-1611 / Cell-615-571-2794

Contact 2: Mike Goenner, / BHS Coordinator

Michael.goenner@flynashville.com /Office: 615-275-1796 / Cell: 615-840-

5275 Address:

140 BNA Park Dr., Suite 520 Nashville, Tennessee 37214 Contract Amount: 4.7 M

Dates of Service: 2022-Current **Original Contract**

Scope: Inbound & Outbound Baggage Handling Systems And Passenger Boarding **Bridge Operations &** Maintenance Services

BHS Size: 29,000 bags / day Types of Services: PBB, BHS

O&M,Mtx

Number of Staff: 54

PBBs: 49

Subcontractors: 4.52% (MBE) Atlas Management Staffmark



Boston Intercontinental Airport

Client: MASS Port Authority Contact: Patrick Hartigan, Director **Contract Services** /phartigan@massport.com Office -617-561-3443 / Cell-617-799-7671

Massachusetts Port Authority Patrick Hartigan, Facilities One Harborside Drive, Suite 200S East Boston, MA 02128

Contract Amount: 8.5 M Dates of Service: 2023-Current

Original Contract

Scope: Baggage Handling Systems and Passenger Boarding Bridge Operations & Maintenance Services

BHS Size: 42,000 bags /day

Types of Services: PBB, BHS

M&0

Number of Staff: 90

Subcontractors: Otterbase

Scope: Passenger Boarding **Bridge Operations and**



Luis Muñoz Marin International Airport

Client: Aerostar Airport Holdings (AAH) Contact: Jorge Hernandez, Airport Director Jorge.hernandez@ aerostarairports.com. Office (787) 289-7240 Cell:(787) 216-5041 Address: Av. Aeropuerto, Carolina, 00979, Puerto Rico

Contract Amount: 800 K Dates of Service: 2021-Current **Original Contract**

PBBs: 35

Maintenance

Number of Staff: 7

Subcontractors: NA





3.1.3

Our Generals Contractors License is evidence that shows JSM is a licensed to contract the Scope of Work/Services in Palm Beach County









JSM Airport Services CONFINED SPACE ENTRY PERMIT JSM Location: (Airport Code) Permit Date: (single day only)		all fields m	ust be comp	oleteo prior to	, SA-XXXX-XX		
Time Started:	Time Permit Expires: (no longer than 8 hrs.)						
Permit space to be entered (location:)		Equipment b					
Purpose of Entry							
Work Order #							
Names of trained, authorized individua	ls <i>(print legible)</i>	,					
Entry Supervisor, (signed):							
Entry Attendant:							
Authorized Entrants:							
Authorized Entrants:							
Emergency Contact Information							
Emergency Responder (1):		Phone Numb	per:				
Emergency Responder (2):		Phone Numb	oer:				
Pre-Entry Requirements							
Requirements	Yes No N/A	Yes No N/A					
Lockout-tagout / de-energize		Hot work pe					
Pipe broken or capped or blanked		Fall arrest h					
Purge or flush or drain		Personal pro					
Ventilation		Hardhat					
Secure Area		Gloves					
Safe Lighting		Safety glass					
Non-sparking tools		Respirator					
Communication Method		Other PPE:					
Contractor employees involved		Other PPE:					
Additional info or equipment required for	r safety:			1	1		
Space-monitoring results	In	Test 1	Test 2	Test 3	Test 4		
Monitor at least every four (4) hours	Permissibl e Entry	Time: Initial:	Time: Initial:	Time: Initial:	Time: Initial:		
Percent Oxygen							
Combustible Gas							
Other Toxic Gas							
Other Toxic Gas							
Gas Tester Name	strument Us	/lodel/Typ		Serial Num	рег		

2. Project Approach/ Understanding Information





3.2 PROJECT APPROACH / UNDERSTANDING

3.2.1 Methodology

To accomplish a smooth and successful transition of operations and maintenance services, JSM will provide Phase-in services for up to thirty (30) days prior to Agreement expiration.

- JSM will begin upon receipt of a "Start Phase-in Notice" from the Director and continues until receipt of "official Notice to Proceed" (Start Date of the Agreement).
- During the phase-in period, JSM will require access to the facilities and areas covered by the Agreement, access to personnel, and allowed to observe all operations.
- JSM will collaborate with the incumbent contractor to learn and experience the nuances of the system.
- During phase-in period, JSM will provide the deliverables listed below including but not limited to:
 - Review and verify Equipment Lists provided in Appendix I of the RFP within the first thirty (30) Phase-In days.
 - Review and verify Replacement Parts listed in Appendix V of the RFP within the first thirty (30) Phase-In days.
 - o Arrange to have necessary supervisory, technical, and other personnel on site to observe the operation and maintenance of the boarding bridges and associated equipment.
 - Recruit and transfer personnel, train personnel, arrange for security badges.
 - Establish management procedures, set up records, ensure adequate parts, tools and equipment in place for systems maintenance.
 - Develop a full project schedule detailing the responsibilities of assigned personnel and submit it to the Director for approval.
 - Develop Preventive, Predictive and Reliability Centered Maintenance plans and submit them in an approved format to the Director for approval.
 - Develop and submit a full cleaning schedule/program for all equipment covered under this agreement, to include support service equipment, for Director's review and approval.
 - Coordinate activities with Director.
 - Final transition and training plan addressing the Contractor staffing strategies in determining the necessary staffing and supervision required for compliance with the specified services.
 - o Emergency phone numbers and verification of cell phones.
 - o Certification of all Contractor Personnel requirements and training.
 - Reporting and approach plans.
 - Inventory of supplies, materials, tools, equipment, etc., necessary to start.
 - o Standard Operating Procedures (SOP).
 - o Permits, licenses, and certifications.
 - Security approval and access.
 - Subcontractor and Subcontractor Agreements in place.
 - Review historical maintenance records for systems and equipment covered by the agreement as maintained in the HAS EAMS.
- JSM is committed to assume full control of the operation and maintenance of the boarding bridges
 and associated equipment at the end of the phase-in period (twenty-four (24) hours prior to the
 effective start date) as superseded by an official Notice to Proceed. JSM will be prepared to perform
 fully all Work services upon receipt of Notice to Proceed Letter from the Director.





- Within 30 days of the start date, JSM shall certify to the Director in writing that 100% of our employees
 (fully trained and experienced) necessary for the effective and timely accomplishment of the
 contract's obligations under this specification are in place, and all Sub-contractors, are under
 contract and have received required training to begin work. Additionally, JSM will submit an
 Emergency Preparedness Operation Plan and Inclement Weather Plan that addressees the means to
 prevent and limit damage and ensure continued operations during emergency situations and
 inclement weather such as described by Force Majeure.
- The Emergency Response Plan and Inclement Weather Plan shall be presented to the PBIA Representative for approval within sixty (60) days of Agreement award. JSM will review and update the Emergency Response Plan and Inclement Weather Plan as required by the PBIA Representative.
- JSM's "go team" will complete an audit of the operating and maintenance conditions of all equipment
 covered by this agreement. Report deficiencies that effect the safe, efficient, and reliable operation
 of the equipment to the Director in writing and document each individual deficiency by way of a
 work order.

Approach to Scheduling & Performing PMs

JSM has compiled the information to demonstrate our approach to scheduling and performing the preventive maintenance requirements described in the RFP documents. The matrix below includes schedules showing the frequency of each type of required maintenance and the type of personnel assigned to perform each effort.

- Spare parts and consumables JSM will assess, report, and predict usage of consumable materials and establish a baseline of use and determine causality of any excessive consumption.
- Strong Non-Conforming Parts red tag and review for reparability and/or disposal of used equipment in an eco-friendly manner

	4	Mai	Maintenance Frequencies - By Major Equip Category					Maintenance Performance - By Personnel					
		Scheduled Preventive Mtx (PMs)			Inspections (4 senses)		Primary Technical Lead on Equip Mtx (PMs/CMs/EMs						
	Equipment Type												
PBB	Apron Bridges	8	2	1/1	x			Х	X	Х			
	Bag Valets (Lifts)	8	3	1	X			X	X	Х	Х		
	Bag Slides	8	2	1/1	X					X	X		
	PC Air Units	8	2	1/1		temp measures		х	Х	х			
	Apron Bridges	8	2	1/1		Infrared		Х	X	Х			
	Potable Water Cabs	10	0	1/1	Х			X	X	X	Х		
Operations	Duty												
	CMMS						х					X	
	Parts Admin						X				X		
	Predictive Mtx						X	X	X	X	Х		
	Quality Control Checks						X	Х	X				

JSM's maintenance of the PBBs will meet or exceed the manufacturer's recommendations and include emergency repair response during the same hours as those for the out-bound in-line baggage handling system. JSM personnel will perform daily PBB walk through inspections as required, as well as a monthly, quarterly, semi-annual, and annual PMs that JSM will schedule with PBIA for the JBT bridges.





JSM daily walk throughs will consist of: (safety checks)

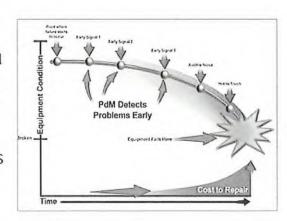
- Look for any trip hazards (handrails tight with no pinch points, uneven floor coverings, carpet tackstrip or carpet rings secure, etc.)
- Ensure all safety items function properly (travel alarm bell and beacon as well as auto-level functions properly including alarm)
- Tire wear
- All tunnel lighting fully operational in all tunnel sections
- Canopy operation and condition (looking for leaks where water could enter)
- · PC Air operation and condition
- · Bag conveyor operation and condition
- Cab doors functioning properly (should close and keep weather out)
- Clean out all floor drains
- Clean off all interior roller tracks (keep from debris and dirt)

All other PM's" (monthly, Quarterly, Semi-Annual, Annual)

- · Use mfg. recommended PM's to include:
- All mechanical and electrical devices functioning properly
- All technical service bulletins have been covered and properly executed
- Look for and correct any corrosion issues
- Ensure all tunnel rollers are properly aligned and functioning
- Ensure all ball screws are properly lubricated and all rack limits functions as required
- Ensure all hydraulic cylinders are functioning properly with zero leaks (hyd. Fluid tank is full)

JSM will keep a record of all PBB maintenance efforts and report these efforts via email to the Director – Facilities on a weekly basis. JSM will coordinate Spare Parts ordering with the airport's maintenance department and will perform all passenger boarding bridge maintenance as per the specifications listed in the Manufacturers operations Manual.

Our goal is to minimize operational impact on tenant airlines. JSM's 24/7 manned operations at PBIA will receive all maintenance/repair calls and immediately dispatch personnel for all Passenger Boarding Bridge and GSE call outs. The time of receipt of the call will be recorded and a work order will be initiated. Upon arrival at the failure area, the JSM technician will call, radio or otherwise officially communicate his arrival time. Upon notification, the time will be logged into the CMMS by JSM assigned personnel. System failure point and the initial assessment will be called into other technicians, and work will begin to repair the system.



Repair Time (RT) will be measured from the time the work order is issued until the time the work is completed and the bridge is returned to operation. JSM will track equipment problems and parts usage using the Site's CMMS. This history allows our maintenance staff to identify continuous problem areas that need attention, so these can be addressed with the manufacturers. The CMMS also provides a system to track all manufacturers' warranties to ensure that costs associated are recovered from the OEM. Each equipment failure that occurs will be recorded in the CMMS system, which will track everything from the type of failure and material parts used, to which employee performed the repair. Report capabilities will





allow tracking of equipment history by multiple categories, allowing for comprehensive analysis of all recurring quality concerns.

Preventive Maintenance (PM)

JSM will execute preventive maintenance tasks at their associated frequencies or as defined in the PBB O&M manuals. Should JSM have recommended changes or additions to the information contained in the O&M manuals we shall notify the authority, in writing, and provide justification for the proposed changes. Preventive maintenance actionstart and action-completion times will also be annotated for data entry



into the CMMS database. Preventive maintenance will be performed during non-operational hours or when system availability dictates.

3.2.2 Timeline Start-Completion / Mobilization Period

Please see our Transition plan in section 3.2.4

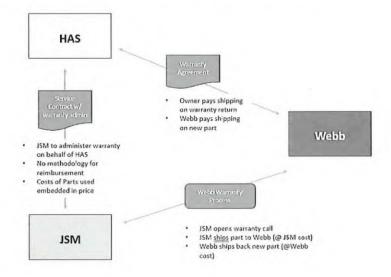
3.2.3 Emergency Repair Requirements / Manufacturer Warranty Work

JSM makes equipment downtime its most urgent and highest priority only second to employee and stakeholder safety. When an equipment or system emergency event occurs, our on-site leadership deploys (by radio or cellphone) the proper available/trained resource to effect immediate repairs while that same leadership will coordinate the necessary repair parts from on-site stock or from pre-established parts & consumable vendors. Leadership and technicians will write up the repair work (post-repair) on a workorder that will be entered into our CMMS for review and reporting purposes.

Warranty - JSM tracks equipment under manufacturer's warranty within our CMMS. JSM establishes a CUSTOM warranty process with each customer, tying back to the customer's contractual warranty terms provided by the equipment OEM. That custom process is built into our CMMS. Topics such as OEM

reimbursement and shipping responsibilities included in the process definition. Below is a diagram of one such customer-specific warranty process. This custom warranty process is defined and established as part of JSM's initial start-up plan for the operation.

JSM/HAS/Webb - Terminal A Warranty Relationships

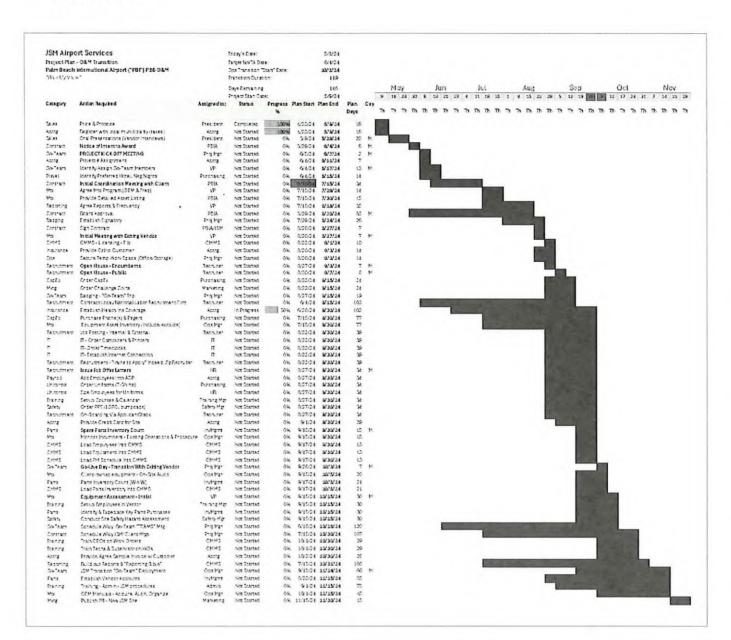






3.2.4 A detailed description of proposer's transition plan

Having the expertise of transitioning into more than 36 new programs through our aviation history, JSM knows that a successful transition begins weeks before the official contract start time. JSM draws upon extensive experience at all levels within our organization to support our contract transitions. We carefully plan and strategically launch our new program startup by assigning priorities and timeline completions. A typical working schedule leading up to contract takeover will structurally look like the following timeline of events, below.







Assuming Control

JSM will set up a meeting with the contract stakeholders to listen to their concerns and have them describe any challenges they have in relation to bridge service. JSM wants to truly understand the operations and the rhythms of the airport before assuming we know what is required. JSM Airport Services will then welcome any new members to the JSM Team. JSM will state our major goals for the successful execution of the work to our partner firms and get buy into the metrics we will use to

grade ourselves. JSM will meet with the management personnel of our team members and share our strategies to execute the work in a manner that exceeds PBIAA's expectations. Specific scopes of work and area coverage expectations will be confirmed. Once an integrated zonal-staffing plan is completed, the integrated JSM team will sit down with the appropriate PBIAA personnel and present our team's detailed approach for final approval.

Badging Plan

Upon receipt of Contract Authorization documentation, JSM will begin the badging process. JSM will coordinate badging with the Airport Contract Administrator and the Access Control office to ensure a smooth process. It is assumed that much of the workforce that is currently performing the boarding bridge installation work will be retained.

Uniforms

JSM has a program-wide uniform policy that requires our team members to wear company identifying – safety striped button-down shirts along with cargo gray pants and safety orange bump caps as shown in the picture below. Additionally, JSM currently has a national account with a boot manufacturing company to provide safety boots on a yearly basis to our badged personnel.

Customer Service

JSM's mission is to foster an environment borne of the philosophy of "paying it forward" through positive customer service experiences. JSM endeavors to make a difference in everyone's travel experience by not

only assisting wayward passengers we pass along the way but also by the excellence in which we perform our job of providing an efficient system. JSM understands our customers are not only PBIAADA's customers, but also PBIAA personnel, the airlines, TSA, CBP and the various contracting companies performing services at the airport. It is through a high level of cooperation with these groups that a true customer service experience begins.







Most importantly, we understand that taking care of the traveling public is Job One! It is why we are all here.

JSM's commitment to stellar customer service and "going the extra mile" was never more evident than the night an Allegiant Air flight landed unexpectedly at PBIA and required bridge and ramp service when it arrived at the gate to deboard their passengers. JSM not only provided bridge docking operations but also assisted in ground support and wheelchair service to the passengers that required extra assistance.



JSM's customer service philosophy is also evident through the numerous awards JSM personnel have received from the Airport Authorities, as our employees are often identified with periodic customer service awards for providing exceptional service. We understand the importance and value of providing exceptional service and continually train our employees on the significance and value of sound customer service practices. JSM takes great pride in being part of a Team that was awarded the highest customer satisfaction for US airports by J.D. Power and Associates.

Main Office and Administrative Systems Logistics

JSM will provide all major administrative functions from our local West Palm office. Hiring applications will be collected locally as well as online utilizing JSM's ApplicantStack Database. Interviews will be conducted at our local office as well as at the airport to provide incumbent employees ease of access. The same local office will be the focal point for onboarding activities to include; Benefits Enrollment, Background Checks, Uniform Issue and Airport Badging. New Hire training will also be provided that includes Airport Familiarization, Customer Service and Boarding Bridge Safety. During the transition period, JSM will bring our own internet connectivity to the site to ensure integrity with our base systems.

Interface and Coordination with the Authority

JSM intends to interface and coordinate with the Authority on a weekly basis on the senior level and daily on a staff level basis. This coordination will take place at scheduled meetings and ad-hoc one-on-one engagements as needed. Communication plans will be jointly developed to define the periodicity and technology used. These interfaces will be in person and via virtual meeting platforms like "GoToMeeting" or "Skype". JSM will provide and maintain a master project plan to assist in the transition.

PM Program Implementation and CMMS familiarization

The most critical part of a successful PM program is to ensure that preventive maintenance standards are being performed to OEM guidelines. JSM has Maximo experienced experts on staff who will validate the content of the system, verify all assets are listed in the system accurately and that related PMs are to OEM standards and scheduled correctly. JSM will verify that OEM standards stated in the submitted O&M manual are being followed, evaluate how it is being used and re-



the submitted O&M manual are being followed, evaluate how it is being used and make suggestions to augment the process. With some manufacturers, additional or more extensive measures are taken and instituted as part of our PMs.





Capital Tooling and Equipment Acquisition

If a tool set is inherited from the previous provider, JSM will assess and verify the utility (life cycle status of the equipment) and count of the tools. JSM will establish a baseline of tools required, check it against the existing supply and purchase the quantity required to meet the baseline. JSM requires their technicians to provide their own basic hand tools. Upon notice of award, JSM and PBIA will review the asset ledger and will jointly determine which items need to be purchased. JSM is agreeable with either PBIA or JSM purchasing the equipment and any additional equipment necessary.

Adapting to Airport Practices

As with its other large contracts, JSM is required to operate within a unique group of stakeholder partners. The following chart demonstrates our ability.

	The market of	Multiple	Stakeholder Collabora	tion	Land of the land	
	DEN	MCO	IAH	CVG	BNA	BOS
BHS OEM (Active)	Siemens, Buemer	DaifukuWebb	DaifukuWebb	Siemens	Glidepath	DaifukuWebb
BHS Contruct. Coord	LogPlan	GOAA	BNP	JSM Design	BNA	MWAA
Facility Mgmt	DEN	DEN	IAH (HAS)	KCAB	MNAA	MWAA
BHS Mtx	JSM	JSM	JSM	JSM	JSM	JSM
BHS Ops	JSM	JSM	JSM	JSM	JSM	JSM
CMMS	JSM (Fik)	GOAA (Maximo)	IAH (Info)	JSM (Fiix)	JSM (Fix)	JSM (Maximo)
CCR/Dispatch	JSM	JSM	IAH/JSM	JSM	JSM	JSM
Sortation SW	Siemens/Brock	CLX	Brock	Brock	CLX	Brock
Controls Mtx	LogPlan	Brock	CLX	CLX	CLX	Brock
Tub Mgmt	Airlines	Airlines	Airlines	Airlines	Airlines	JSM
Jam Clearing	JSM	Southeast	BE Staff Solutions	JSM	Atlas Mgmt	MSL
CTX Clearing	TSA	Southeast	TSA	TSA	TSA/MNAA/JSM	JSM
Largest Carriers	UA, WN	WN, DL, AA	UA, AA, WN	DL, WN, UA	AA, WN, DL	UA, DL, AA

3.2.5 A description of the proposer's inventory management plan for materials, supplies, chemicals, consumables, equipment, and equipment spare parts, including monthly inventory reporting and notification of supply procurement

Our inventory management and loss prevention programs includes:

- All commercial transactions run through a CMMS (computerized maintenance mgmt. system)
- Frequent/routine evaluation of the usage of key spare parts utilizing ABC analysis, setting min stock quality and reorder points
- Daily Cycle counting
- Quality control checks on closed Corrective Mtx and Emergency Mtx workorders types to ensure proper charging of parts to assets
- "Red Tag" parts mgmt. procedures of all used parts removed from the BHS, procedures require prior review and approval before being disposed of (reviewing for opportunity to rebuild/refurb)
- Restricted Access to Spare Parts Rooms
- Identification & Isolation/Quarantine of Used and Refurbished parts from New Stock





- Prohibition of any/all cash transactions all materials, services or consumables are controlled by Purchase Order (with mgmt. approval process), vendor credit accounts, company credit cards.
- Matching of Shipper/Receiving documents to Purchase orders
- Security Cameras in stock rooms (recording, available to monitor 24/7 via cellphone/internet)

Superior Parts Management – JSM has part management down to a science. JSM will provide judicious management of our use of PBIA spare parts ensuring inventory is handled in the same manner as if it were JSM inventory. We will provide usage reports

and periodic auditing of on-site spares to ensure accurate and correct inventory levels.

- Utilizing Best Practices JIT, Min/Max Planning, local vendor depots, ABC analysis
- Strategic Procurement Network -Deep relationships / heavy volume history
 Power User for most Major CMMS (Maximo, Maintenance Connection Infor, Fiix) -



3.2.6 A description of how proposer will respond to irregular operations and emergency response request(s), including, but not limited to, safety measures and emergency operations plan. Provide example(s) of proposed response measures, including hurricane response measures.

Each JSM site/project shall have a written Emergency Action Plan, appropriate to the hazards of the workplace, to respond to an emergency that may require rescue or evacuation. Each Emergency Action Plan shall be prepared to reflect all known probable emergency conditions which may arise from within the workplace and from adjacent workplaces, the minimum of which will include fire or other emergencies. The emergency action plan must be available to all employees.

Emergency Response Planning

Emergency Procedures shall be issued and discussed with all new personnel upon arrival for assignment. Reviewing the Emergency Action Plan with Employees

A review of the emergency action plan should occur with employees:

- When the plan is developed, or the employee is assigned initially to a job (orientation)
- When the employee's responsibilities under the plan change
- When the plan is changed





Procedures for Emergency Evacuation Planning

The emergency action plan must include procedures for emergency evacuation. An emergency action plan must include at a minimum, procedures for emergency evacuation, including type of evacuation and exit route assignments.

The individual site evacuation procedure shall be appropriate to the risk and must be developed and implemented to:

- Evacuate employees safely and procedures to account for all employees after evacuation
- Check and confirm the safe evacuation of all employees
- Notify the fire department or other emergency responders

List of Potential Emergencies

Each location shall conduct a risk assessment for hazards posed by potential hazardous substances from accidental release, fire or other such emergencies that could cause an evacuation or rescue and list the potential emergencies for JSM operations. Procedures for each of these potential emergencies shall be contained within the Emergency Action Plan. Examples include:

- · Fire
- · Gas Leaks/Chemical Spills
- · Bomb Threats
- Medical Emergencies
- Explosion
- Workplace Violence
- Active Shooter
- Emergency/Site Lock Down (Site Specific)

Example Active Shooter

Three rules of engagement with an Active Shooter:

- o Run If you can hear gun fire, run as quickly as possible to a safe place.
- Call the police.
- Call your supervisor.
- Call the Site Manager or Corporate Office.
- o Hide if you have no choice find a safe place to hide, stay quiet, call 911 and leave the line open
- o Fight When you have no choice and you are confronted, fight the shooter.
- Site Manager or delegated competent person shall send an email and/or text message to Management and all Supervisors with a very brief description of the event taking place and the area. (use group text messaging).
- Supervisors will identify any employees missing and immediately relay this information to the Site Manager, Safety Manager or delegated competent person.
- The Site Manager or delegated competent person will provide Senior Management with a list of any missing employees.

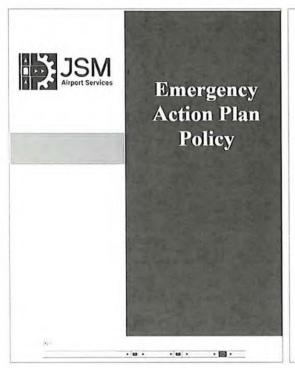
JSM recognizes the need to be prepared for emergency events – both from a workplace emergency perspective – and – an operational perspective.



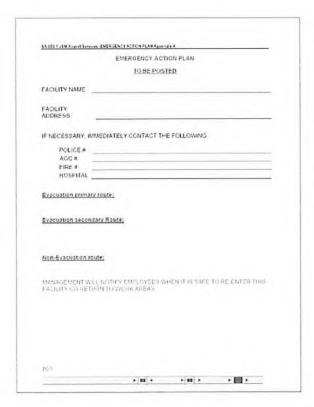


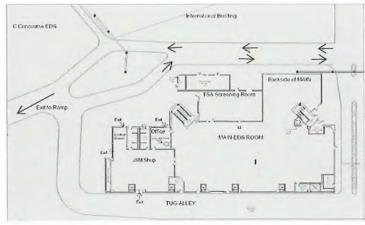
In this section, a sample of the EAP plan and map that we train on and will use in the event of a workplace emergency.

We will address the operational emergencies like a hurricane in 3.3.8.



ī	PURPOSE
5	NM Aujorn was going who gain, beauties the stream pulsayers should take to make the union of a color measures community became Tay prior will ensure environ become feel and conditions, where the place automopy checked by board if you are will have a many checked based.
11	ASSIGNMENT OF RESPONSEDITY
	A DMARTH MINISTRANSPORANTE
	Update and numbers for energies y unsights policy Account appropling the ascessor trained.
	3 Managent of the phones we responsible for
	 The individuals of the many point within (int.). Decreate the sill implement have made in the hadrond to dome it in spillarly bears of the policy. Providing the inventory mound that may fire their after spillar may and a constraint plane. Completing the expected Assumetimes. Friending flow range, and many providing many within rather through the rate.
	C. Difforms suspendeds
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	comparts server of the fraction rately and wounts. This untails occurs forms a fire









3.2.7 Innovations

Technology

Technology is crucial for innovation. JSM has a number of low-cost, value-added technologies that allow for better predictive maintenance capabilities as well as platforms that allow for better communication with stakeholders while improving efficiencies and the bottom line.

Applied Technologies include:

- Web-based (CMMS) Computerized Maintenance Management Systems
- Thermographic Imaging as an aspect of Predictive Maintenance
- Real-time Communications via Radio and WhatsApp



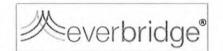












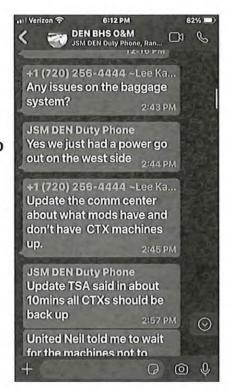


JSM recommends utilizing many newer, but proven technologies when they can be a driver of operational efficiency and/or of mutual benefit to the stakeholders of a service operations.

One such technology available to PBIA is WhatsApp. WhatsApp is a real-time group communication application that can be utilized from smartphone and computer. It allows for written communication and photos to be sent (like text) to specific, pre-defined groups of users.



In an operation and maintenance environment, this allows the JSM team to provide key and specific stakeholders with immediate updates about the health and availability of the equipment under their responsibility. Because the application utilizes SMS technology, the messages can be broadcast to any point in the world with phone reception. Specific messages can be shared with relevant stakeholders which include direct customers, airline employees (gate agents, station managers), airport employees (ground operations, facilities) and others (local TSA, CBP, 3rd party baggage handlers).







Some of the key features are:

- Communicates real-time to all stakeholders or limited/pre-defined groups of stakeholders
- Ability to effectively record date/time stamps on service issues (initial downtime, time returned to service)
- Send pictures of service issues to communicate nature and severity of events.
- Creates a readily accessible log of service events
- Messages can be downloaded and archived



INFRARED IMAGING

JSM utilizes FLIR Infrared Cameras at the major airports we support as a predictive maintenance tool to identify equipment that is approaching failure. Allowing technicians to schedule the replacement of the suspect parts during non-operating hours. Specific uses:

- To identify when Motors, GPU Power Cords, Conveyor Rollers and Shafts/Bearings are generating an unusually high temperature associated with the operation of that equipment.
- Identify loose connections on Electrical Junction Boxes and Main Control Panels.
- Identify when electrical/electronic cabinets are not properly ventilated and the ambient temperature inside the cabinet exceeds the recommended operational environment for the internal components.

3. Key Personnel and Operations





3.3 KEY PERSONNEL AND OPERATIONS

3.3.1 Operational Plan

PBB Assessments

JSM will conduct a detailed inspection of the PBB equipment covered under this contract within the first 30 days of the contract award. As the incumbent, JSM has the advantage in our years of knowledge and experience in continuing to maintain the bridges to PBIA standards. This process will include visual inspection, basic testing, and evaluation as well as operational assessments of the referenced equipment. The assessment will also include detailed written lists of all components that require repair or replacement beyond ordinary preventive maintenance in order to function efficiently. List details will include dates, locations, deficiency issues, impacts on operation and in-service time, parts and materials lead times, labor durations and/or possible method of repair and resolution options among other items

Daily Inspections

JSM will perform daily inspection of the bridges and gate systems including associated equipment to identify any potential or developing problems. This is to be a visual and audible ("walk-through") inspection, which is not as detailed an inspection as a PM inspection, which will begin at or prior to, operational startup each day. The inspection will include a check of the operational functions of the PBB, ground power and preconditioned air.



Maintenance Plan

JSM's maintenance of the PBBs will meet or exceed the manufacturer's recommendations and include emergency repair response during the same hours

as currently provided. JSM personnel will perform daily PBB walk through inspections as required, as well as a monthly, quarterly, semi-annual, and annual PMs that JSM will schedule with PBIA for the bridges.

JSM daily walk throughs will consist of: (safety checks)

- Look for any trip hazards (handrails tight with no pinch points, uneven floor coverings, carpet tack-strip or carpet rings secure, etc.)
- Ensure all safety items function properly (travel alarm bell and beacon as well as auto-level functions properly including alarm)
- □ Canopy operation and condition (looking for leaks where water could enter)
- □ Areas in proximity of the Passenger Boarding Bridge (including PC Air Basket is free of trash/litter.
- 🗆 All tunnel lighting fully operational in all tunnel sections
- Dassenger Boarding Bridge Operation and condition





- •□ PC Air operation and condition
- □ Bag lift operation and condition

JSM will coordinate Spare Parts ordering with the airport's maintenance department and will perform all passenger boarding bridge maintenance as per the specifications listed in the Manufacturers operations Manual. JSM leverages its after-market sourcing relationships within its Strategic Purchasing group to find obsolete / out-of-production PBB & GSE components to extend the life of PBIA's oldest active bridges



Corrective and Preventive Maintenance

Service Calls / Corrective Maintenance (CM)

Our goal is to minimize operational impact on tenant airlines. JSM's 24/7 manned operations at PBIA will receive all maintenance/repair calls and immediately dispatch personnel for all Passenger Boarding Bridge and GSE call outs. The time of receipt of the call will be recorded and a work order will be initiated. Upon arrival at the failure area, the JSM technician will call, radio or otherwise officially communicate his arrival time. Upon notification, the time will be logged into the Maximo by JSM assigned personnel. System failure

point and the initial assessment will be called into other technicians, and work will begin to repair the system.

Repair Time (RT) will be measured from the time the work order is issued until the time the work is completed and the bridge is returned to operation. JSM will track equipment problems and parts usage using Maximo. This history allows our maintenance staff to identify continuous problem areas that need attention, so these can be addressed with the manufacturers. Maximo also provides a



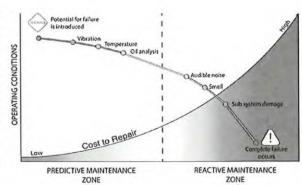
system to track all manufacturers' warranties to ensure that costs associated are recovered from the OEM. Each equipment failure that occurs will be recorded in the Maximo system, which will track everything from the type of failure and material parts used, to which employee performed the repair. Report capabilities will allow tracking of equipment history by multiple categories, allowing for comprehensive analysis of all recurring quality concerns.





Preventive Maintenance (PM)

JSM will execute preventive maintenance tasks at their associated frequencies or as defined in the PBB O&M manuals. Should JSM have recommended changes or additions to the information contained in the O&M manuals we shall notify the authority, in writing, and provide justification for the proposed changes. Preventive maintenance action-start and action-completion times will also be annotated for data entry into the Maximo database. Preventive maintenance will be performed during non-operational hours or when system availability dictates.



JSM will perform safety inspections of all equipment and devices on a regular and systematic basis and promptly report all current and/or potential issues to PBIA.

Approach to Scheduling & Performing PMs

JSM has compiled the information to demonstrate our approach to scheduling and performing the preventive maintenance requirements described in the RFP documents. The matrix below includes schedules showing the frequency of each type of required maintenance and the type of personnel assigned to perform each effort.

	*	Main	tenance F	requencies -	By Majo	r Equip	Categor	y	Mainte		Perforn sonnel	nance -
		Scheduled	Preventive	Mtx (PMs)	li	spection	s (4 sense	s)	Primary Technical Lead on Equip Mtx			
	Equipment Type	Monthly	Qtrly	Semi-/ Annual	Daily	Weekly	Monthly	Qtrly	Supvr.	Electr. Tech	Mech. Tech	General Tech
00	Apron Bridges	8	2	1/1	X		Infrared			Х	Х	Х
PBB	Bag Valets (Lifts)	8	2	1/1	X					Х	Х	Х
	Bag Slides	8	2	1/1	Х							Х
	PC Air Units	8	2	1/1			temp measures			х	Х	Х
	Potable Water Cabinets	8	2	1/1	Х	Х				Х	Х	Х
SU	Duty											
Operations	CMMS								х			
a a	Parts Admin								X			
ob	Prediective Mtx								Х	×	х	Х
	Quality Control Checks								Х	X	Х	





Customized for PBIA Task by Role

JSM Airport Services Site Task Allocation Matrix - Palm Beach (PBI)

Category	Task	O&M Manager	Asst O&M Mgr	PLB Tech (HVAC)	PLB Tech (Electrician)	PLB Technican	Ramp Service Technician
110	C. I I	-					
HR	Schedule Local Staff	X	X				
Parts	Orders Spare Parts (RFQ, POs)		Х				
Parts	Maintain Parts Inventories (JSM & PBI)					Х	
Parts	Approves Parts Orders via PO	X					
Parts	Allocate/Issue Parts to Work Orders/Repairs	X					
HR	Conducts Disciplinary Events	X	X				
Safety	Safety Coordinator	X					
Safety	Shift Safety Briefings (Daily)	X	X	v			
	Training Coordinator			X		-	
	OEM Manuals - Custodian		Х		X		
HR	New EE On-Boarding	X					
HR	Random Drug Tests	X				_	
Acctg	Co. Asset Audits		X				
Acctg	Customer Invoicing	X					
Acctg	Creates OSR (Other Srvc Requests)	Х					
Acctg	Time & Attendance Recording (Timeclocks)		X				
Acctg	Monthly KPI Reporting - JSM & PBI	X	X				
	Badging Authority (scheduling)	X	X				
	Locker Assignment & Audits/Checks		X				
	Parking Permits	-	X				
	Subcontractor Coordination	X	-				
	Radio Allocation & Repairs				X		
	Vehicle Inspection & Repairs					X	
Admin	THE SECRETARY IN COLUMN TWO COLUMN TO SECRETARY IN COLUMN TO SECRETA	X					
Admin	Produce PM checksheets (Fiix)		X				
Mtx	Coordinate Mtx Work (Daily)	X	X	-		-	
Mtx	PMs - PBB			Х	X	X	X
Mtx	PMs - PCA				X		Х
Mtx	PMs - PWC			X		X	Х
Mtx	PMs - Tritorator			Х		Х	
Mtx	PMs - Chiller			Х		X	
Mtx	Predictive Mtx Tasks			Х	X	Х	
Mtx	Rust Mitigation & Paint Preparation					Х	Х
Mtx	Quality Control Checks		X			-	
Mtx	Daily PBB inspections					X	X
Ops	Operates Forklift			X	X	X	
Ops	Operates Scissor Lifts			X	X	X	
Ops	Operates Pickup Truck	X	X	Х	X	X	
Ops	Radio Calls for System Events & Alarms				X	X	Х
Ops	Conduct Bridge & Ramp Hygiene (FOD)			X	X	X	X

Housekeeping

JSM believes that housekeeping is a very important part of every job. Not only does it improve the overall appearance of the shop or work area, it also has a major impact on performance and safety. JSM understands the emphasis PBIA places on maintaining a clean environment and will exceed the Airport officials' cleanliness expectations for the boarding bridges. **Spot cleaning is a part of the daily walk through for each bridge. Routine cleaning is scheduled weekly**.





Troubleshooting/System Analysis

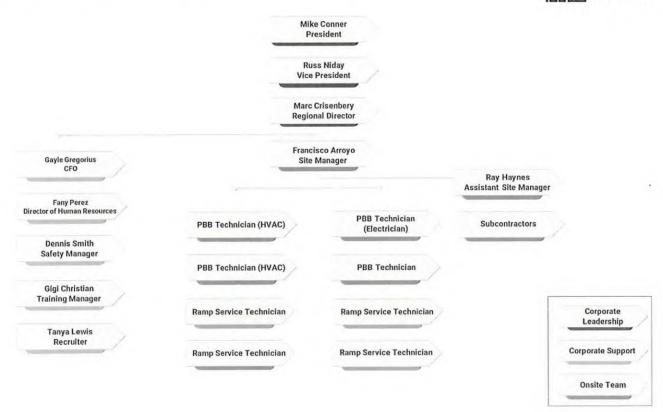
JSM's deep industry knowledge and experience is manifest in numerous ways. Our highly experienced site management team's operational acumen will be readily apparent as they demonstrate sound processes and procedures that have been developed over many years and project types. From our corporate management team, it will be obvious that this team knows how to build a customized O&M program that is tailored to the unique requirements of PBIA.



3.3.2 Organizational Chart

JSM Airport Services Organizational Structure PBI









3.3.3 Experience of Proposer/Senior Management Please see our full resumes at the end of this section.

Leadership Team	Years Experience/Education	Qualifications			
Mike Conner President	27 Years Education: MBA – Master of Business Admin, & Corporate Finance Texas Christian University, B.B.A. Bachelor of Business Admin, Finance Texas Christian University	Mr. Conner is a recognized and respected leader in the airport support services industry and is well versed in the operational and maintenance aspects of Baggage Handling Systems (BHS), Passenger Boarding Bridges (PBB) and Ground Support Equipment (GSE). Mike is an expert at developing customized BHS & PBB O&M service solutions to best fit the unique environment each airport presents. His expertise extends to small, medium, and large hub applications and can be found in the more than 40 airport transitions he has conducted.			
Russ Niday Vice President	32 Years Education: MBA – Master of Business, University of Phoenix, B.S. Bachelor of Science in Professional Aeronautics, Embry-Riddle University	Mr. Mr. Niday has more than 30 years of experience in BHS Operations & Maintenance management and airport/aviation services. Russ has extensive experience in airport maintenance operations, strategic staffing, and employee development. He is well versed in all aspects of quality control, corrective, preventive and predictive maintenance programs associated with Passenger Boarding Bridges, Ground Support Equipment (GSE) and In-Line Baggage Handling Systems (BHS).			
Marc Crisenbery Regional / Client Manager	22 Years Electronics Technology Institute of Electronics	Mr. Crisenbery has more than 20 years of experience in BHS Operations & Maintenance management and airport/aviation services. Marc is a focused and diligent professional offering strong qualifications developed with extensive years of continuous service in the management and technical arena of airline and airport maintenance. Motivated and skilled at improving training, equipment, and methods used in the inspection, maintenance, and repair of BHS and PBB equipment, March has demonstrated expertise in leading and directing operations within maintenance departments			





3.3.4 Experience of Operation and Maintenance (Local) Manager and Assistant Operation and Maintenance (Local) Manager.

Leadership Team	Years Experience/Education	Qualifications			
Francisco Arroyo Site Manager	20 Years Maintains Certifications in: Electric Motor and Motor Control Circuits Variable Frequency Drives Program Logic Controls	Mr. Arroyo is an experienced Sr. PBB Technician with 20 years of maintenance and management experience. Francisco maintains close control over operations through staff meetings, observation, and personal contact. He performs supervisory roles to assure timely production and schedules, judicious timekeeping of technician's hours, utilization of personnel, parts accountability, machines, equipment and facilities			
Assistant Site Manager Ray Haynes	25 Years OSHA Certifications, 20, 30 and Train the Trainer NFPA 70E	Senior Operations Manager with more than 25 years' experience in maintenance management and airport services. Mr. Haynes has extensive experience in airport maintenance operations and is well versed in all aspects of quality control, corrective and preventive maintenance programs associated with PBB, ground support equipment and In-Line BHS.			

3.3.5 List of Proposed Subcontractors

As a local Palm Beach company, JSM looks to encourage the development of local disadvantaged and minority-owned businesses. While much of the PBB O&M workscope requires specialized skills and trained technicians, JSM has found the opportunity to use a local MDBE firm to support the annual requirement for power washing the boarding bridges. JSM has selected **Bright & Clear Softwash** to partner in support of PBIA.

Bright & Clear Soft and Pressure Washing LLC 1392 Summit Pines Blvd, West Palm Beach 33415-5100 561-932-7594





3.3.6 A Description of the Proposer's Staffing Plan

Staffing Plan

JSM is proposing a total headcount of 10 for the PBIA PBB operation. This "10" plan ties back to the staffing breakout provided in the RFP and supporting documentation. Staffing headcount and shift schedules are outlined as follows:

		Staffing	Plan	1500	1474	9 12 3	1
	Palm Beac	h Internati	onal Airpo	rt (PBI)			
1st Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat
O & M Manager		0700-1600	0700-1600	0700-1600	0700-1600	0700-1600	
Assistant O & M Manager		1130-2000	1130-2000	1130-2000	1130-2000	1130-2000	
PBB Technician (HVAC)	0500-1500	0500-1500	0500-1500	0500-1500			
PBB Technician (HVAC)				0500-1500	0500-1500	0500-1500	0500-1500
Ramp Service Technician	0500-1500	0500-1500	0500-1500	0500-1500			
Ramp Service Technician				0500-1500	0500-1500	0500-1500	0500-1500

2nd Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat
PBB Technician (Electrician)	1400-2300	1400-2300	1400-2300	1400-2300			
PBB Technician				1400-2300	1400-2300	1400-2300	1400-2300
Ramp Service Technician	1400-2300	1400-2300	1400-2300	1400-2300			
Ramp Service Technician				1400-2300	1400-2300	1400-2300	1400-2300

Headcount Breakdown

Personnel Count by Position	#
O & M Manager	1
Assistant O & M Manager	1
PBB Tech (HVAC)	2
PBB Technician (Electrician)	1
PBB Technician	1
Ramp Service Tech	4
Total	10



Staffing & Proposed Wage Scales

US DoL BLS Wage Data - 2023 May	
Location: Miami-Fort Lauderdale-West Palm Beach, FL	

			Loodin	on that in the Laurent auto Trout to			
Role	Qty	JSM Rate (Yr 1)	BLS OCC -CODE	OCC-Title	Hrly Mean	adj for inflation	
		52.8			57.5	59.2	
O&M Manager	1	8	11-3051	Industrial Production Mgr	2	5	
		42.0			59.0	60.8	
Asst O&M Mgr	1	7	11-9021	Construction Mgr	7	4	
		33.0			26.7	27.5	
PLB Tech (HVAC)	2	0	49-9021	HVAC & Refrig Mechanics	5	5	
PLB Tech	1	33.0			26.4	27.2	
(Electrician)	1	0	47-2111	Electricians	6	5	
		28.0		Industrial Machinery	29.1	30.3	
PLB Technician	1	0	49-9041	Mechanics	7	4	
		22.0			21.8	22.7	
Ramp Service Tech	4	0	49-9099	Install., Mtx, & Repair Worker	8	6	

Total Staffing

10

All JSM PBI-based, direct-hired employees will be eligible for the following:

Paid Holidays 7 days
Paid Vacation 40 hours
Paid Bereavement 3 days
Company 401k Match 4%
Medical / Dental / Vision
Life Insurance up to \$50k
Voluntary LTD / STD
Educational Assistance \$2500/ year

3.3.7 Include whether the proposed benefits will differ based on class of employee.

All direct-hire employees will be eligible for the same benefits package.





3.3.8 A description of how proposer will respond to irregular operations and emergency response request(s), including, but not limited to, safety measures and emergency operations. Provide example(s) of proposed response measures, including hurricane response measures.

Hurricane Response Plan

JSM looks forward to developing a robust custom operational preparation and response plan for inclement weather including hurricanes, tornado and floods. Attached is an example of such a plan built collaboratively with an existing customer, Houston Airport Systems (IAH).



JAS

Houston International Airport



Hurricane Emergency Response Inclement Weather Plan





If a essential trial suppressive on hand and inventored at the beginning of each calendar year to ensure constitution and readness. These supplies should be shored in a dry tima and prepostioned port to the storm as that interpress can access firms stately. The following firms make-up the HAS Houston humane readness kit.

Hurricane Preparedness Supplies		
Supply Rem(s)	Quantity	
FrstAdKt	11	
Fushights Discretand 6 volt Discription (Butteres	20	
5-volthatorys	5	
Coolers (70 goart or larger)	2	
ke (Blocks)	1	
Planto stretch arcopma (14"ct 20 diameter)	10 rols	
Nyton Rope: "Nor Is"	500	
Duct Tape	10 mas	
Plastic sheeting (4 or lim) = 10 x 100)	10 m4s	
Water coolers (5 gation)	2	
Ran Gear and Boots (yarrous sizes)	8 sets	
Folding cuts / Inflatable mattresses	6	
Ellanacis and pulcas	5 1675	
0.tte1 villet	10 cases	
Tarps 15 (20)	6	
Large plastic quirtage bags (45 gallon of larger)	2 65565	
Galurade (powder)	1 case	
Rots of Violaine	2 Roffs -	
Liba up mattress wir blanked & pitows	9	
Sinchigs / Flood Darro	As Neither	
Barten, Operated rapio plus barteries		
Celi Hione Hallery Pack		
301192 Rate		
Floor Squeegees	4	
Humane KT Starge Contaners	1	
Body Winh		
Footnersch / Paste / Deodorard		
Non-Prostable Food		

> 80 >



¿SM Arpod Services (JAS) Energonicy Proposedie is Operation and Incerned Weather Pu-aboresies the mean's prevent personal mys, limit property and expensed almaps and enurse confined operation during energipticy studies and incerned seater. The JAS plan that he compatitie with and assured existing HAS Emergency Operations and indicent Weather HAS.

This plan addresses the following energoisty and reliatent weather events

- A Humcanes
- C inland Flooding
- D. Cold Weather Events

A HURRICANE EMERGENCY PREPAREONESS

Humanes Cause extensity dangerous weather conditions and require companies and individuals to have a plant finatives in their event. To qually, as altericane, unds must read a switched pole of it in pril humanes can state or pay and create additional consistances that can be applicated emerging conditions for estimate periods of time. To to fully represent of a shumbor require that up can be released is called only for the form of the function, but also fair the period stooking, after that may be dealing a shift single-must dishapped mustices, this of peers and or compliant moments and enterior that dishapped mustices, this of peers and comprision recent state designs.

As a hurisante a approaching the insustruintes, allessender, AS staff alse expected to assist in preparery and becoming their inspective area is in minimize properly and instructional darm staff or throughout their insustruintes and their insustruintes are staff or staff or throughout may be released from their assist. She personnel settled as a search personnel and remain at the surport to address a form duringly insurince experient damage and assist in entering the support or personnel staff as after the storp possi-

ESSENTIAL PERSONNEL

Esserial personnel and are deemed critical in proteomy apport tackies during a storm will be decified using justice. To hours of storms arrival, as to allow those involvable have to secure the respective homes and open for their timbles safe exhauston if they deem necessary. Esserially personnel may include, but is not lended to be belowing.

JAS Manager / Lead (1) JAS Technicians (2)





The following is a checked that JAS Personnel will implement topin harricane season to ensure the patety of personnel and 1952 equipment.

THEATS Prot to Storm Landfall

- Estation Directoricy Control List for Management Staff
 Health Comment Center roction
 Set starfests of staff meeting to colorande and follow progress of energiancy spacedures
 Estation procedures note
 Decide bootion for command center. Designate a command center leader for Josh Arport
 Services
 Estations points of contract for couldness.
 Estations points of contract for couldness.
 Estations points of contract for couldness.
 This emproyee points is described in sign to only. This emproyee prone list should the updated to
 Sent complete prone list is extense booting (Layeries, Florids).
 Complete for demployee sha Emergency Resignates from und fineline for this learn table on
- site.

 18 Complet tot of employees for post strom response team and projected functine for this team to return to site.

- retain to the ...

 If varie letters of resulty also year for part storm retains and proposed teams as the stand of ...

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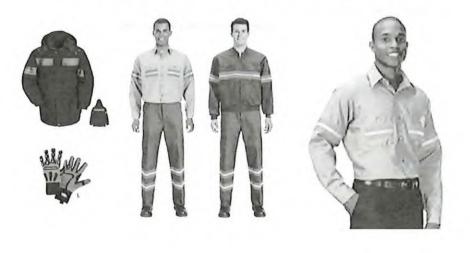
 If it stands also end sensure all bodie materials as a Pey become available for customers. The control of the sense and the sense and the sense are sense and the se
- announces to be a scalars to evaluate facility. The speak and recovery during and after the 19 Verify availability of temporary materials record for repair and recovery during and after the 19 Verify availability of temporary materials record for repair and recovery during and after the

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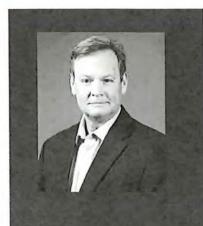
3.3.9 Photographs/renderings of proposed employee uniforms







JSM has a program-wide uniform policy that requires our team members to wear company identifying – safety striped button-down shirts along with cargo gray pants and safety orange bump caps as shown in the picture above. Additionally, JSM currently has a national account with a boot manufacturing company to provide safety boots on a yearly basis to our badged personnel.



PROFESSIONAL EXPERIENCE 26 years Senior Management

AVIATION EXPERIENCE 23 years Airport and Facility Maintenance Management

EDUCATION

MBA – Master of Business Admin, & Corporate Finance Texas Christian University

B.B.A. Bachelor of Business Admin, Finance Texas Christian University

PROFESSIONAL AFFILIATIONS

International Association of Baggage System Companies (IABSC)

International Facility
Management Association (IFMA)

Mike Conner President



SUMMARY OF EXPERIENCE

Mike Conner is a recognized and respected leader in the airport support services industry and is well versed in the operational and maintenance aspects of Baggage Handling Systems (BHS), Passenger Boarding Bridges (PBB) and Ground Support Equipment (GSE).

Prior to joining JSM, Mike led Elite Line Services, (ELS) through over a decade of explosive organic growth, expanding service offerings, entrenching the company as a market leader, and navigating it smoothly from privately held to publicly traded ownership. Mike charted the business strategies that profitably grew the company's revenues from \$7 to \$70 million, facilitated multiple acquisitions, implemented leading-edge technologies, and negotiated the industry's only complete outsourcing of an airline's GSE maintenance organization.

Mike is an expert at developing customized BHS & PBB O&M service solutions to best fit the unique environment each airport presents. His expertise extends to small, medium, and large hub applications and can be found in the more than 40 airport transitions he has conducted.

HIGHLIGHTED RELEVANT EXPERIENCE

BHS Operations & Maintenance | Boston International Airport, Boston, MA *O&M Program Development.* Currently providing Baggage Handling System Operations,

Maintenance & Repair Services and Passenger Boarding Bridge Services.

BHS / PBB Operations & Maintenance | Orlando International Airport, Orlando, FL *O&M Program Development.* Currently providing Baggage Handling System Operations,

Maintenance & Repair Services and Passenger Boarding Bridge Services.

BHS Operations & Maintenance | Denver International Airport, Denver, CO

O&M Program Development. Currently providing Baggage Handling System Operations,

Maintenance & Repair Services and Passenger Boarding Bridge Services.

BHS Operations & Maintenance | Houston Intercontinental Airport, Houston, TX *O&M Program Development*. Currently providing Baggage Handling System Operations, Maintenance & Repair Services and Passenger Boarding Bridge Services.

BHS / PBB Operations & Maintenance | Nashville International Airport, Nashville, TN *O&M Program Development* Currently providing Baggage Handling System Operations, Maintenance & Repair Services and Passenger Boarding Bridge Services.



PROFESSIONAL EXPERIENCE 31 years Senior Management

AVIATION EXPERIENCE 19 years Airport and Facility Maintenance Management

19 years BHS/PBB/PCA/GPU

11 years Contract Administration and Site Implementation

EDUCATION

MBA – Master of Business, University of Phoenix

B.S. Bachelor of Science in Professional Aeronautics, Embry-Riddle University

Minor Degree in Aviation Safety Embry-Riddle University

PROFESSIONAL AFFILIATIONS American Association of Airport

Airports Council International

Florida Airports Council

International Association of Baggage Companies

Russ Niday Vice President



SUMMARY OF EXPERIENCE

Mr. Niday has more than 30 years of experience in BHS Operations & Maintenance management and airport/aviation services. Russ has extensive experience in airport maintenance operations, strategic staffing, and employee development. He is well versed in all aspects of quality control, corrective, preventive and predictive maintenance programs associated with Passenger Boarding Bridges, Ground Support Equipment (GSE) and In-Line Baggage Handling Systems (BHS). Before joining JSM, he managed the implementation of Support Contracts at Raleigh-Durham, Chicago, and Memphis International Airports. Russ also managed implementation, hiring and employee development and commissioning of a Facility and Package Sortation System contract at the FedEx Hub in Greensboro, N.C.

Russ is very adept at executing airport service contracts. He has been very successful at developing successful teams that exceed customer expectations. He has initiated start-ups at many sites where it was critical to identify asset deficiencies and prioritize repairs to ensure operational readiness.

HIGHLIGHTED RELEVANT EXPERIENCE

BHS / PBB Operations & Maintenance | Orlando International Airport, Orlando, FL

Vice President: Operations. JSM was originally contracted to evaluate and bring the BHS, PBB, GPU and PCAir systems up to current OEM standards at Orlando International Airport. JSM was also tasked to review the preventive/corrective maintenance software (Maximo) for accuracy. After our findings and report, GOAA requested JSM take-over the existing maintenance contract and continue making improvements to the BHS equipment.

Currently JSM is operating and maintaining over 4,500 BHS assets. JSM is currently supplying the following services for the Landside and FIS facilities at Airside 1 and Airside 4 (more than 20,000 LF of conveyor).

BHS Operations & Maintenance | Denver International Airport, Denver, CO

Vice President: Operations. JSM Airport Services was selected by the City and County of Denver to manage, operate, and maintain the current BHS system for the entire airport at DEN. Russ is the main interface between COC and JSM and ensures operations meet critical key performance metrics and baggage making their scheduled flights for departure. JSM is responsible for all six (6) EDS mods and maintain their uptime during construction.

BHS Operations & Maintenance | Houston Intercontinental Airport, Houston, TX

Vice President: Operations. JSM Airport Services has been contracted by Houston Airport Systems to manage, operate, and maintain the current BHS system for Terminals A& D for Houston Airport Systems at IAH. Russ was instrumental in assuming control of the operation in just two (2) weeks upon receipt of a contract.

BHS / PBB Operations & Maintenance | Nashville International Airport, Nashville, TN Site Director. Managed implementation of a Boarding Bridge and In-Line BHS contract. Developed and provided a comprehensive quality control and preventive maintenance program for associated jet bridges.



PROFESSIONAL EXPERIENCE 20 years BHS / PBB Operations & Maintenance

MANAGEMENT/SUPERVISORY CURRICULUM

Project Management

Proficient in resolving technical problems, planning and directing repairs

Superior verbal, written, interpersonal communication skills; strong customer support and conflict resolution abilities

Exceptional project coordination experience: expert at formulating and implementing corporate policies and procedures demonstrated through several contract start ups

Analysis and planning abilities essential in achieving overall organizational objectives to include ISO compliance, company safety, quality, and training programs

CERTIFICATIONS/LICENSES

RS Logix 500 Intro. & Basics
Intro. To RS Logix 5
Panel builder Software
Eagle Scout, BSA
Proficient in ModSoft and
ProWorx 32 as well as Microsoft
office tools

EDUCATION
Electronics Technology
Institute of Electronics

Marc Crisenbery Regional Director



SUMMARY OF EXPERIENCE

Mr. Crisenbery has more than 20 years of experience in BHS Operations & Maintenance management and airport/aviation services. Marc is a focused and diligent professional offering strong qualifications developed with extensive years of continuous service in the management and technical arena of airline and airport maintenance.

Motivated and skilled at improving training, equipment, and methods used in the inspection, maintenance, and repair of BHS and PBB equipment, Marc has demonstrated expertise in leading and directing operations within maintenance departments. He possesses excellent work ethic combined with the initiative to go the "extra mile" to exceed customer expectations.

Before joining JSM, he managed the implementation of Support Contracts for AERO Bridgeworks and Elite Line Services. Marc is very adept at executing airport service contracts.

HIGHLIGHTED RELEVANT EXPERIENCE

BHS Operations & Maintenance | Boston International Airport, Boston, MA *Site Manager: Operations.* Currently providing Baggage Handling System Operations, Maintenance & Repair Services and Passenger Boarding Bridge Services.

BHS/PBB Operations & Maintenance | Orlando International Airport, Orlando, FL Site Manager: Operations. Manage daily operations of inline EDS baggage system as well as over 90 passenger boarding bridges. Respond to call outs as well as perform corrective and preventative maintenance. Ensure team has proper training, materials, and parts to keep operations at MCO running safely and efficiently.

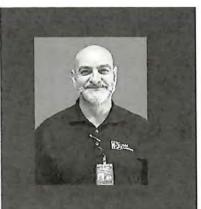
BHS/PBB Operations & Maintenance | Denver International Airport, Denver, CO Site Manager: Operations. Manage daily operations of inline EDS baggage system as well as over 90 passenger boarding bridges. Respond to call outs as well as perform corrective and preventative maintenance. Ensure team has proper training, materials, and parts to keep operations at DEN running safely and efficiently.

BHS / PBB Operations & Maintenance | Houston Intercontinental Airport, Houston, TX Site Manager; Operations. Manage daily operations of inline EDS baggage system as well as over

90 passenger boarding bridges. Respond to call outs as well as perform corrective and preventative maintenance. Ensure team has proper training, materials, and parts to keep operations at HOU running safely and efficiently.

BHS / PBB Operations & Maintenance | Nashville International Airport, Nashville, TN

Site Manager; Operations. Manage daily operations of inline EDS baggage system as well as over 90 passenger boarding bridges. Respond to call outs as well as perform corrective and preventative maintenance. Ensure team has proper training, materials, and parts to keep operations at BNA running safely and efficiently.



PROFESSIONAL EXPERIENCE 20 years Aviation Industry

AVIATION EXPERIENCE 20 years Airport and Facility Maintenance Management

11 years Management Experience 9 years PBB Maintenance Expertise

EDUCATION

Maintains Certifications in:

Electric Motor and Motor Control Circuits

Variable Frequency Drives

Program Logic Controls

EXPERTISE

Working experience with mechanical, electrical and controls (PLC, PC) systems

Ability to solve problems under pressure + Pro-active attitude towards process improvement

Knowledge of OSHA and safety practices

Bi-lingual (English/Spanish)

Strong leadership skills, troubleshooting and problem solving skills

Experience with GPU units and VFDs

Francisco Arroyo

Site Manager / PBB Specialist, SME



SUMMARY OF EXPERIENCE

Mr. Arroyo is an experienced Sr. PBB Technician with 20 years of maintenance and management experience. Francisco maintains close control over operations through staff meetings, observation, and personal contact. He performs supervisory roles to assure timely production and schedules, judicious timekeeping of technician's hours, utilization of personnel, parts accountability, machines, equipment and facilities.

He motivates and challenges his team of technicians towards metrics that enhance and visualize their individual goals in each work area and promotes quality work practices. Francisco also ensures that "Level One" corrective and preventive maintenance are performed and reported accurately. He actively has participated in training on GPU units as well as VFDs and has used this knowledge to train technicians to aid in their growth and development.

HIGHLIGHTED RELEVANT EXPERIENCE

BHS / PBB Operations & Maintenance | Luis Muñoz Marín International Airport, Carolina, PR Site Manager/Lead Technician. Oversees the Operations and Maintenance services of 30 PBBs. Bridge types include JBT and Thyssen Krupp models. Additional duties include maintenance on preconditioned air units (PCA) and ground power units (GPU) systems. Manages the QA/QC and Safety programs as well as facilitating and managing the Computerized Maintenance Management System (CMMS).

BHS / PBB Operations & Maintenance | Orlando International Airport, Orlando, FL PBB Operation, Maintenance and Repair Supervisor. Supervises employees and assign daily tasks to the team. Submits daily shift report and makes required updates into CMMS. Establishes operational priorities when the PBB is impacted due to breakdowns of equipment. Meets strict deadlines to maintain flight schedules.

Currently JSM is maintaining over 4,500 BHS assets, 95 boarding bridges, 95 Ground Power Units and 95 Pre-Conditioned Air units. JSM is currently supplying the following services for the Landside and FIS facilities at Airside 1 and Airside 4 (over 4500 assets more than 20,000 LF of conveyor)

Sr. Maintenance Technician | Valassis Direct Main, Inc.

Sr. Maintenance Technician. Grew and helped several aspects of the business during his time at Valassis. Worked his way from an equipment operator to a Sr Maintenance Tech which included Supervisory duties Responsible for ordering parts in order to ensure all repairs had the necessary inventory to be completed. Trained employees from the production department which lead to their development as Maintenance Techs. Supervised staff NCOs within the Intelligence and Operations sections. Conducted analysis and assessment of information. Assisted in information dissemination, updated units' statuses on maps and charts.



PROFESSIONAL EXPERIENCE

25 years Maintenance Management 25 years Baggage Handling Systems 6 years Passenger Boarding Bridge and associated equipment.

EDUCATION

OSHA Certifications, 20, 30 and Train the Trainer NFPA 70E

EXPERTISE

Operations and Maintenance Management Asset Analysis PBB & BHS Operations Site Implementation Employee Development Program Management

Ray Haynes

Assistant Site Manager



SUMMARY OF EXPERIENCE

Senior Operations Manager with more than 25 years' experience in maintenance management and airport services. Mr. Haynes has extensive experience in airport maintenance operations and is well versed in all aspects of quality control, corrective and preventive maintenance programs associated with ground support equipment and In-Line BHS.

Ray began his career manufacturing, installing, and testing baggage conveyor systems and progressed into a Supervisory/Management role in which his responsibilities include, operational readiness of the MCO BHS system, scheduling corrective and preventative maintenance, employee safety and ensuring quality standards and customer satisfaction is met.

Ray was selected to the role of PBB Assistant Manager and provided operational and maintenance oversight of 28 technicians in the daily technical support of 105 passenger boarding bridges and associated support equipment from April 2017 to April 2023.

In his current role as MCO BHS Manager, Ray directs a workforce of over 90 employees responsible for the upkeep and daily operation of the BHS System. Additionally, Ray oversees 90 Sub-Contractor employees tasked with the baggage handling and jam clearing throughout the system.

Mr. Haynes experience and unique skillsets make him an ideal Operations Manager. His astute problem-solving skills coupled with his personal management abilities and understanding of airport operations provides Ray the tools to identify issues and provide timely, judicious solutions.

HIGHLIGHTED RELEVANT EXPERIENCE

BHS Operations & Maintenance | Orlando International Airport, Orlando, FL – *Assistant BHS Manager*.

Assistant BHS Manager from April 2023 to present, Ray supports the MCO BHS Manager in the oversight and direction of operations and maintenance personnel at our Orlando site. He is instrumental in ensuring the readiness of 4500 BHS assets and directing over 80 JSM employees in their daily assignments. Additionally, he is responsible for directing over 100 Sub-Contractor employees in baggage movement and jam clearing duties.

PBB Operations & Maintenance | Orlando International Airport, Orlando, FL – *PBB Assistant Manager.* As the PBB Operations and Maintenance Manager from April 2014 to April 2023 Ray was *r*esponsible for daily operation and maintenance of 105 Passenger Boarding Bridges and their associated support equipment. Provided technical and safety training to 28 site technicians.

Remote Screening Facility | Orlando International Airport, Remote Screening Facility, Orlando, FL - *Senior Maintenance Supervisor*.

Ray was responsible for the operations and maintenance of Baggage Handling Systems at MCO's Remote Screening Facility. Overseeing 12 Technicians in the corrective and preventive maintenance of over 250 assets and the movement of bags from Port Canaveral Cruise lines to the MCO Main Terminal.

4. Business Location/ Local Preference

APPENDIX D CERTIFICATION OF BUSINESS LOCATION RFP NO. 24-059/DJ

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must:
(a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

	A local business has a permanent place of business i Palm Beach County.	n
(Please indicate):	Headquarters located in Palm Beach County Permanent office or other site located in Palm Beach	
Glades Business:	A Glades business has a permanent place of busines the Glades.	ss in
(Please indicate):	Headquarters located in the Glades Permanent office or other site located in the Glades f	
ony of proposer's C	County Business Tax Receipt verifies proposer's perma	nent place of husin
	Miles Occurre	mont place of basin
CATION is submitte	Miles Occurre	non place of basin
	ed by Mike Conner , as (Name of Individual) of JSM Airport Services LLC	
CATION is submitte	Mike Conner , as (Name of Individual) JSM Airport Services LLC (Firm Name of Proposer)	
CATION is submittent rtifies that the informative and correction by the proposer	ed by Mike Conner , as (Name of Individual) of JSM Airport Services LLC	ounty Business
	(Please indicate): X Glades Business: (Please indicate):	Palm Beach County. (Please indicate): Headquarters located in Palm Beach County Permanent office or other site located in Palm Beach from which a vendor will produce a substantial portion goods or services. Glades Business: A Glades business has a permanent place of busines the Glades. (Please indicate): Headquarters located in the Glades Permanent office or other site located in the Glades for vendor will produce a substantial portion of the goods



Business Account Information

LBTR Num: 2021137330

Business Name:

JSM AIRPORT SERVICES LLC

Mailing Address:

PO BOX 192

MOUNT DORAFL 32756

Tax Type: 56-0001

Location Address:

2328 10TH AVE N

LAKE WORTH, FL 33461

DBA: JSM AIRPORT SERVICES LLC

Status: Active

License Cert Number: N/A

Business Start Date: 3/12/21

Owner Name:

JSM AIRPORT SERVICES LLC

Last updated: 5/02/2024 01:52:11 AM



Business Account Information

LBTR Num: 2021137330

Business Name: JSM AIRPORT SERVICES LLC

Status: Active

Last updated: 5/02/2024 01:52:11 AM



Business Detail

Business Name: JSM AIRPORT SERVICES LLC

Trade Name: JSM AIRPORT SERVICES LLC

License Number: 2021137330 License Status: Active

Tax Year: 2024

Business Type: 56-0001

Business Type Description: ADMINISTRATIVE OFFICE

Number of Units: 2

Account Number: 008123579

Certificate Issued: 05/01/2024

NAICS: 56

Certificate Number:



Payment History

Bill Year

Bill Number

Paid By

Last Paid

Receipt Number

Amount Paid

2024

B40173455

Gayle Gregorius

4/26/24

B24.556640 S376.25

5. Commercial Non-Discrimination





3.5 COMMERCIAL NON-DISCRIMINATION

There has been no instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that JSM has discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. Financial/Business Stability

JSM Airport
Services, LLC
(a Wholly-Owned
Subsidiary of JSM&
Associates, LLC)



Years Ended December 31, 2022 and 2021 Statements and Supplementary Information

Rehmann

JSM AIRPORT SERVICES, LLC (a Wholly-Owned Subsidiary of JSM & Associates, LLC)

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

September 29, 2023

Member

JSM Airport Services, LLC

(a Wholly-Owned Subsidiary of JSM & Associates, LLC)

Tavares, Florida

We have reviewed the accompanying financial statements of *ISM Airport Services*, *LLC* (a wholly-owned subsidiary of JSM & Associates, LLC) (the "Company"), which comprise the brance sheet as of December 31, 2022, and the related statements of income, member's equity, and cash flows for the year then ended, and the related notes to the financial statements (the "2022 financial statements"). A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company includement. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the 2022 financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Cureme its

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principle; generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

Independent Accountants' Responsibility for the 2022 Financial Statements

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting at a Review Services promulgated by the Accounting and Review Services Committee of the American institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the 2022 financial statements for them to conform with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.



Independent Accountants' Conclusion on the 2022 Financial Statements

Based on our review, we are not aware of any material modifications that should be made to the accompanying 2022 financial statements in order for them to conform with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As described in Note 1 to the financial statements, effective January 1, 2022, the Company adopted Accounting Standards Codification Topic 842, *Leases*. Our conclusion is not modified with respect to this matter.

Predecessor Accountant

The financial statements of *JSM Airport Services*, *LLC* as of and for the year ended December 31, 2021 were reviewed by Vestal & Wiler, CPAs, P.A. ("V&W"), who combined with Rehmann Robson LLC effective November 1, 2022. V&W's report thereon dated June 13, 2022, indicated that they were not aware of any material modifications that chould be made to the 2021 financial statements in order for them to conform with accounting principles generally accepted in the United States of America.

Rehmann for hamsel

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Balance Sheets

December 31

ASSETS		2022		2021
Current assets				
Cash	\$	277,186	\$	638,973
Accounts receivable		5,144,516		3,288,085
Inventory		275,723	1	198,175
Prepaid expenses and other		1.29,145		604,898
Total current assets		1.827,004		4,730,131
Net property and equipment		637,870		358,013
Other assets	× ,_	2,165		2,165
Total assets	\$	6,467,039	\$	5,090,309
LIABILITIES AND MEMBER'S EQUITY				
Current liabilities				
Accounts payable	\$	2,042,456	\$	1,303,589
Accrued expenses		768,629		672,783
Total current liabilities		2,811,085		1,976,372
Due to related party		1,273,093		1,349,479
Total liabilities		4,084,178		3,325,851
Member's equity		2,382,861		1,764,458
Total liabilities and member's equity	\$	6,467,039	\$	5,090,309

Statements of Income

	Year Ended	December 31
	2022	2021
Revenues	\$ 37,758,503	\$ 24,441,941
Cost of revenues	34,990,055	21,736,903
Gross profit	2,768,446	2,705,038
Operating expenses	* O'	
General and administrative	1,526,720	881,724
Depreciation	83,937	62,512
Total operating expenses	1,610,657	944,236
Operating income	1,157,791	1,760,802
Other (expense) income, net	(39,385)	3,656
Net income	\$ 1,118,406	\$ 1,764,458

Statements of Member's Equity

Balance, January 1, 2021 (date of inception)	\$ -
Net income	1,764,458
Balance, December 31, 2021	1,764,458
Net income	1,118,406
Distributions	(500,003)
Balance, December 31, 2022	\$ 2,382,861

Statements of Cash Flows

	Year Ended December 31		
	2022	2021	
Cash flows from operating activities			
Net income	\$ 1,118,406	\$ 1,764,458	
Adjustments to reconcile net income to net cash			
provided by (used in) operating activities			
Depreciation	83,937	62,512	
Loss on disposal of property and equipment		11,561	
Changes in operating assets and liabilities			
which (used) provided cash			
Accounts receivable	(1,856,861)	(3,288,085)	
Inventory	(77,548)	(168,564)	
Prepaid expenses and other	475,749	(477,114)	
Accounts payable	738,867	1,303,589	
Accrued expenses	95,846	579,459	
Net cash provided by (used in) operating activities	578,396	(212,184)	
Cash used in investing activities			
Purchases of property and equipment	(363,794)	(165,492)	
Cash flows from financing activitie;			
Distributions	(500,003)	-	
(Repayments) advances from related party, net	(76,386)	1,016,649	
Net cash (used in) provided by financing activities	(576,389)	1,016,649	
Net (decrease) in rease in rush	(361,787)	638,973	
Cash, beginning of year	638,973		
Cash, end of year	\$ 277,186	\$ 638,973	

Notes to Financial Statements

1. NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Business

Effective January 1, 2021, JSM & Associates, LLC (the "Parent") established JSM Airport Services, LLC ("JAS" or the "Company") and transferred the maintenance division operations to JAS.

The Company serves the Aviation Industry by specializing in Baggage Handling System ("BHS"), Passenger Boarding Bridges ("PBB"), Ground Support Equipment ("GSE") maintenance and other airport service needs. The Company provides services to multiple airports in the United States and Caribbean. The corporate headquarters is located in Tavares, Florida.

Risks and Economic Uncertainties

The Company has experienced an impact to its supply chain and labor given global constraints during 2022 and 2021. As a result of these issues, the Company has had to increase its labor costs and its volume of inventory to properly manage jobs. The extent of the ulcimate impact of the global events on the Company's operational and financial performance will depend on various developments, including the duration and its impact on customers, suppliers, and employees, all of which cannot be reasonably predicted at this time. While management reasonably expects the global events to impact the Company's financial position, operating results, and the uming and amounts of cash flows, the related financial consequences and duration continue to be uncertain.

Concentration Risk

The Company is primarily engaged in the maintenance of baggage handling systems. The Company grants unsecured credit to customers in the aviation industry. Such risk is limited due to the large number of customers, size of the customers, and generally short payment terms. However, economic factors affecting the aviation industry would have a direct impact on the Company and its exposure to credit risk (see Note 4).

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of income and expenses during the reporting year. Actual results could differ from those estimates.

Notes to Financial Statements

Revenue from Contracts with Customers

Contracts

The Company generates revenue primarily from performing maintenance as part of long term service agreements for public owners (airports). A majority of the Company's projects are fixed unit price contracts, under which agreements the Company is committed to provide materials or services required at a fixed unit price. Most public owned projects are subject to termination at the election of the governmental entity; in the event of termination the Company is entitled to receive the contract price for completed work through the date of termination.

Contracts are classified into two categories based on how transaction prices are determined and revenue is recognized: maintenance contracts, and client reimbursatives and other. Transaction prices for maintenance contracts are based on labor incurred and services performed. Transaction prices for client reimbursables and other are based on equipment and materials utilized.

Performance Obligations

A performance obligation is a promise in a contract with a customer to transfer a distinct good or service. Most of the Company's contracts are considered to have a single performance obligation whereby the Company is required to integrate complex activities into a deliverable for the customer.

Recognition of Revenue Upon Satisfaction of Performance Obligations

Revenue from maintenance services and materials reimbursement is recognized over the term of the contract and is researched based upon the election of the right to invoice practical expedient, an output method, as the company has the right to consideration that equals the value of the services to date.

Contract Costs

contract costs include all direct material, labor, subcontract costs and related costs of payroll taxes, enployee benefits and insurance, and those variable and fixed indirect costs related to contract performance such as indirect labor, supplies, and tools. Generally, the Company procures its own materials. Administrative costs and other pre-contract costs are charged to expense as incurred unless they are expected to be recovered from the customer.

Cash

Cash consist of demand deposits in banks and cash on hand. The deposits are primarily maintained at one financial institution in accounts which, at times and in the normal course of business, may exceed federally insured limits. Management does not believe that the Company is exposed to any significant interest rate or other financial risk based on these deposits.

Notes to Financial Statements

Accounts Receivable

Accounts receivable are customer obligations due under normal trade terms generally requiring payment within 30 to 60 days from the invoice date. Ongoing credit evaluations of customers' financial condition are conducted and, generally, no collateral is required to support accounts receivable, which are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history with customers having outstanding balances and current relationships with them, it has estimated that realization of losses on balances outstanding at 'ear-end will not be significant.

Accounts receivable were as follows for the years ended December 31:

	۷022		2021	
Accounts receivable, beginning of the year	\$	3,288,085	\$	
Accounts receivable, end of the year	\$	5,144,946	\$ 3,288,085	

Inventory

Inventory, which consists primarily of parts and materials used in specific projects, is stated at the lower of cost determined using the first-in, first-out method, or net realizable value which is the estimated selling price in the ordinary course of publiness less reasonably predictable costs of completion, disposal and transportation.

Property and Equipment

Property and equipment is stated at cost. Major improvements and renewals are capitalized while ordinary maintenance and repairs are expensed. Management reviews these assets for impairment whenever events are changes in circumstances indicate the related carrying amount may not be recoverable.

Depreciatio i

Depreciation is computed using the double declining accelerated method over the estimated useful lives of the related assets, which range from five to seven years.

Leases (Including New Accounting Principle)

In February 2016, the Financial Accounting Standards Board ("FASB") established Accounting Standards Codification ("ASC") Topic 842, Leases ("ASC 842"), by issuing Accounting Standards Update ("ASU") No. 2016-02 ("ASU 2016-02"). The standard, as amended, establishes a right-of-use ("ROU") model that requires a lessee to recognize a ROU asset and lease liability on the balance sheet for all leases with a term longer than 12 months. Leases will be classified as finance or operating, with classification affecting the pattern and classification of expense recognition in the statement of income.

Notes to Financial Statements

The Company adopted ASU 2016-02, as amended, effective January 1, 2022. Financial information has not been updated and the disclosures required under the new standard have not been provided for dates and periods before January 1, 2022. The Company elected the new standard's package of practical expedients, which permits the Company to maintain prior conclusions about lease identification, lease classification, and initial direct costs. The Company elected to use the go-forward practical expedient to not separate lease and non-lease components for all of the leases. The Company also elected to use the short-term lease recognition exemption for all leases that qualify.

The Company determines whether an arrangement contains a lease at the arrangement's inception. If a lease is determined to exist, its related term is assessed at lease commencement, once the underlying asset is made available by the lessor for the Company's use. The Company's assessment of the lease term reflects the non-cancellable period of the lease, inclusive of any relative periods and/or periods covered by early-termination options for which the Company is not considered reasonably certain of exercising, as well as periods covered by renewal options for which it is considered reasonably certain of exercising.

The Company also determines lease classification as little operating or finance (formerly referred to as "capital") at lease commencement, which governs the pottern of expense recognition and the presentation thereof reflected in the statement of income over the lease term.

For leases with a lease term exceeding 1.2 months, a lease liability is recorded on the Company's balance sheet at lease commencement reflecting the present value of its fixed payment obligations over such term. A corresponding ROU asset equal to the initial lease liability is also recorded, increased by any prepaid rent and/or initial direct costs incurred in connection with execution of the lease, and reduced by any lease incentives received. The Company included fixed payment obligations related to non-lease components in the measurement of ROU assets and lease liabilities, as it elects to account for lease and non-lease components together as a single lease component. Variable lease payments are not included in the measurement of Pru assets and lease liabilities. For purposes of measuring the present value of its fixed payment obligations for a given lease, the Company uses the risk-free discount rate, determined based on information available at lease commencement, as rates implicit in its leasing arrangements are not readily determinable.

For leases with a lease term of 12 months or less (referred to as a "short-term lease"), any fixed lease payments are recognized on a straight-line basis over such term and are not recognized on the balance sheet. Variable lease cost, if any, is recognized as incurred for all leases.

The Company's lease arrangements are all short-term leases for office equipment at January 1, 2022 and December 31, 2022 therefore, as of the date of implementation there was no impact to the Company's financial statements. Net lease costs during the year ended December 31, 2022, consists of short-term lease cost of \$1,962.

The Company had no operating rent expense in 2021.

Notes to Financial Statements

Income Taxes

The Company is disregarded as a separate entity from its owner under provisions of the Internal Revenue Code whereby taxable income, as well as tax credits, are passed directly to the single owner for inclusion in its income tax return. Therefore, income taxes are not provided in these financial statements.

Subsequent Events

In preparing these financial statements, management has evaluated, for potential recognition or disclosure, significant events or transactions that occurred during the period subsequent to December 31, 2022, the most recent balance sheet presented herein, through September 29, 2023, the date these financial statements were available to be issued. No significant such events or transactions were identified.

2. PROPERTY AND EQUIPMENT

Net property and equipment consists of the following amounts at December 31:

	0	2022		2021
Property and equipment Furniture, fixtures and equipment		926,697	ċ	500 177
Vehicles	\$	378,021	÷	599,177 341,747
Total		1,304,718		940,924
Less accumulated deprecipion		666,848	_	582,911
Net property and aquipment	\$	637,870	\$	358,013

3. RELATE: PAITY TLANSACTIONS

The Parent charges the Company for corporate support, which amounted to \$434,500 and \$396,000 during 2022 and 2021, respectively. In addition, at times the Company receives advances from the Parent for working capital, which are non-interest bearing and due on demand. These advances are recorded in due to related party on the balance sheets. The Company does not expect to repay the balance during 2023, therefore, the amount is classified as non-current.

JSM AIRPORT SERVICES, LLC

(a Wholly-Owned Subsidiary of JSM & Associates, LLC)

Notes to Financial Statements

4. SIGNIFICANT CUSTOMERS

The Company recognized revenue as a percentage of total revenue and has receivables as a percentage of total receivables from significant customers as follows at December 31:

	20	022	20	021
Customer	Revenue %	Receivable %	Revenue %	Receivable %
Α	47%	49%	58%	34%
В	20%	25%	26%	31.70
C	11%	10%	- "	Ú.
D	12%	10%		0 4

The loss of any of these significant customers could have a material impact on operating results.





INDEPENDENT ACCOUNTANTS' REPORT ON SUPPLEMENTARY INFORMATION

September 29, 2023

Member JSM Airport Services, LLC (a Wholly-Owned Subsidiary of JSM & Associates, LLC) Tavares, Florida

Our report on our review of the 2022 financial statements of JSM Airports Services, LLC as of and for the year ended December 31, 2022, appears on pages one and two. O'r review of the 2022 financial statements was made primarily for the purpose of expressing a conclusion whether we are aware of any material modifications that should be made to the 2022 financial statements in order for them to conform with accounting principles generally accepted in the United States of America. The accompanying 2022 supplementary information, included in the supplementary schedules, as listed in the table of contents, is presented only for purposes of additional analysis and is not a required part of the basic 2022 financial statements. Such information is the responsibility of management. We have not audiced, reviewed, or compiled the 2022 supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any assurance on it.

The supplementary 2021 schedule of generil and administrative expenses, which is the responsibility of management, is presented for purposes of additional analysis and is not a required part of the 2021 financial statements. In the report dated June 13, 2022 on the 2021 financial statements, the producessor accountant stated that they did not express an opinion, a conclusion, nor provide any assurance on it.



Rehmann Loham LLC

FOR THE YEARS ENDED
DECEMBER 31, 2022 AND 2021

Schedules of General and Administrative Expenses

Year	Ended	December	31
------	-------	----------	----

	2022		2021	
Salaries and benefits	\$	968,143	\$	409,828
Corporate support		434,500		396,000
Travel and entertainment		41,975		27,476
Office expenses		33,02?		24,695
Professional fees		30,4/9		11,390
Advertising		9,796		3,676
Taxes and licenses		5,745		8,109
Rent		1,962		
Miscellaneous		848		
Repairs and maintenance	× / _	250		550
Total	\$	1,526,720	\$	881,724



Truist Bank 3500 E. Silver Springs Blvd. Ocala, FL 34470

Office: 352-512-6470 Loren.Thrasher@Truist.com

Loren M. Thrasher Market President/SVP W. Central Florida Commercial

May 7, 2024

RE: JSM & Associates LLC JSM Airport Services LLC

To: Whom It May Concern

This letter serves to inform you that JSM & Associates LLC and JSM Airport Services LLC have been an excellent Truist customers since 2014 and have consistently handled all loan and deposit accounts as agreed. We would gladly entertain future loan requests from JSM & Associates LLC and JSM Airport Services LLC. All deposit accounts are well maintained and in excellent status with the bank. The company currently has a 7 figure line of credit with Truist which is in good standing and in compliance with loan covenants. If you have any questions regarding this fine customer, please do not hesitate to contact me at (352) 512 –6470. Thank you.

Sincerely,

Loren M. Thrasher

Market President/SVP

3500 E. Silver Springs Blvd. Ocala, FL 34470 Office: 352-512-6470/Mobile: 352-207-3506

Email: Loren.Thrasher@Truist.com

Law 3. Flater

7. Price Proposal Information

REVISED APPENDIX A PRICE PROPOSAL PAGES RFP NO. 24-059/DJ

Page 1 of 3

The following pricing is submitted as the all-inclusive pricing to provide the Department of Airports with the Maintenance of Airport Facilities and Systems in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE MONHTLY (MO)	TOTAL ANNUAL MAINTENANCE FEE
1	1 st Year Maintenance	12 months	\$_85,416.00_/mo	\$_1,024,992.00
2	2 nd Year Maintenance	12 months	\$_87,978.00 /mo	\$1,055,736.00
3	Optional 3 rd Year Maintenance	12 months	\$_90,617.00 /mo	\$1,087,404.00
4	Optional 4 th Year Maintenance	12 months	\$_93,336.00 _{/mo}	\$1,120,032.00
5	Optional 5 th Year Maintenance	12 months	\$_96,136.00 /mo	\$1,153,632.00
TOTAL PR	OPOSED ANNUAL M	IAINTENANCE	FEES - (60 MONTHS)	\$ 5,441,796.00

^{*}Amount to be used for evaluation purposes.

TWO ADDITIONAL PASSENGER BOARDING BRIDGES incremental cost of 2 additional PBB

ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE MONHTLY (MO)	TOTAL ANNUAL MAINTENANCE FEE
1	1 st Year Maintenance	12 months	\$\$0.00/mo	\$\$0.00
2	2 nd Year Maintenance	12 months	\$\$0.00/mo	\$\$0.00
3	Optional 3 rd Year Maintenance	12 months	\$\$0.00/mo	\$\$0.00
4	Optional 4 th Year Maintenance	12 months	\$\$0.00/mo	\$\$0.00
5	Optional 5 th Year Maintenance	12 months	\$\$0.00/mo	\$\$0.00
TOTAL PR	OPOSED ANNUAL M	IAINTENANCE	FEES - (60 MONTHS)	\$0.00

^{*}Amount to be used for evaluation purposes.

REVISED APPENDIX A PRICE PROPOSAL PAGES RFP NO. RFP NO. 24-059/DJ

Page 2 of 3

ESTABLISHED LABOR RATE/MARK UP RATES

A. Project work per Scope of Work/Services, Section 4.

Proposer shall submit below the fully burdened hourly rates for providing the Department of Airports with capital project work per the Scope of Work/Services. All rates are "fully burdened," i.e., includes all overhead costs, general, administrative and profit. Pries shall remain firm for the term of the Contract.

Operations & Maintenance Manager Assistant Operations & Maintenance Man Passenger Boarding Bridge Technician Ramp Service Technician	nager	\$_ \$_ \$_ \$_	75.50 60.00 51.00 35.00	per hour per hour per hour per hour
B. Markup for subcontracted/support work \$0 - \$500.00		_ % (I _ % (I	Markup car	nnot exceed 15%) nnot exceed 10%) nnot exceed 5%) kup **
C. Markup for parts/materials/equipment \$0 - \$500.00		_ % (I _ % (I	Markup cai	nnot exceed 15%) nnot exceed 10%) nnot exceed 5%) aup **
D. Markup to upgrade software/hardware \$0 - \$500.00 \$501.00 - \$5,000.00 \$5,001.00 & over	5 5 5 5	_ % (! _ % (! _ % (!	Markup cai Markup cai	nnot exceed 15%) nnot exceed 10%) nnot exceed 5%)

^{**} Amounts to be used for evaluation purposes.

Attachment 1 to Amendment No. 2 to RFP No. 24-059/DJ

REVISED APPENDIX A PRICE PROPOSAL PAGES RFP NO. RFP NO. 24-059/DJ

Page 3 of 3

The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the Total Pricing, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.
- e. The information in Section 3.5 Commercial Non-Discrimination Certification is true and correct to the best of the Proposer's knowledge.
- f. There are no legal proceedings required to be disclosed, as required by Section 3.5 Commercial Non-Discrimination, except as disclosed in Proposer's proposal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your proposal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT):	Michael W Conner
TITLE:	President
COMPANY:	JSM Airport Services, LLC
ADDRESS:	1321 Apopka Airport Road, Hangar 101
CITY/STATE/ZIP	:Apopka, FL 32712-5967
TELEPHONE NO	D. 352.383.2600
SIGNATURE: _	My Willey

OEBO SCHEDULE 1

Maintenance OLICITATION/PROJECT/BID NAME: for Palm Beau OLICITATION OPENING/SUBMITTAL DATE:		d Systems t of Airports	SOLICITATION, COUNTY DEPA	PROJECT/BID	NO.: RFF	NO. 24-059/	DJ	_
PLEASE LIST THE DOLLAR AM		OF WORK TO BE CO					THE PROJECT	
AME OF PRIME RESPONDENT/BIDDER:JSM ONTACT PERSON:Mike Conner	Airport Services	PHON	ADD NE NO.: 352-38		APOPKA AIR	:_mike.conne		
RIME'S DOLLAR AMOUNT OR PERCENTAGE OF WO	amount in the Total Particip	ation line under secti	Non-SB	E MBE	WBE SB			
Subcontractor/Sub consultant Name	(Check all Applicable MBE					PERCENTAGE		1000
	Non-SBE Minority Business	Women Small Business Business	Black	Hispanic	Women	Caucasian	Asian	Other
Bright & Clear Soft Wash	X		\$12,900			<u>m</u>	<u>m</u>	<u>m</u>
			m mmm		mmmm mmmm	munum munum	<u>aaaaa</u>	<u>m</u>
			<u></u>				<u></u>	
			mmm	mmmm		<u>m</u>	<u>m</u>	<u>m</u>
COLD COLD			mmmm mmmm	<u>m</u>	<u>a</u>		<u>m</u>	mmmm
(Please use additional sheets if necessary)		Total	\$12,900					
otal Bid/Offer Price \$nereby certify that the above information is accurate to	o the best of my knowledge	: Mike Conner		-11 A 1	WBE Participation			
			IName & Authorized	Signature□ □		esident		Title

Note:

- 1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
- 2. Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
- 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2 A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for

any tier) and should be treated a parties recognize this Sche			indicating that by signing the ctors/subconsultants, inclu	
Subcontractors/subconsultants,				
bid/proposal.				
SOLICITATION/PROJECT NUMBER	Participation of the Control of the			
SOLICITATION/PROJECT NAME: _	Maintenance of Airport Fac	cilities and Systems for	or Palm Beach County De	partment of Airports
Prime Contractor: JSM Airport	Services	Subcontractor:	Bright & Clear Soft Wash	h
(Check box(s) that apply)				0/0/0000
□SBE □WBE ☑MBE □N	I/WBE □ Non-S/M/WBE Da	ite of Palm Beach Coun	ty Certification (if applicable):
The undersigned affirms they are	e the following (select one from	each column if applicat	ole):	
Column 1	Column 2	состостать и принси		lumn 3
X Male □ Female	African-American/Black	Asian American Ca Native American	ucasian American 🗆 S	Supplier
S/M/WBE PARTICIPATION - S/M/V	VBE Primes must document all wor	k to be performed by the	ir own work force on this form	. Failure to submit a
properly executed Schedule 2 for ar				
to be performed or items supplied v	with the dollar amount and/or perce	entage for each work item	. S/M/WBE credit will only be	given for the areas in
which the S/M/WBE is certified. A c	letailed proposal may be attached to	o a properly executed Sch	edule 2.	
Line Iter	m Description	Unit Price Quantity	/ Contingencies/ To	tal Price/Percentage
Item	Description	Units	Allowances	tur i rice, i er centage
Mannower	- dia - Brida - Bassa Machina	\$ 35.00 240	Equipment - \$4500	\$ 12,900
ВО	arding Bridge Power Washing	}		
The undersigned Subcontractor/sub	ocancultant is propared to self-perfe	orm the above described v	work in conjunction with the af	prementioned project
at the following total price or perce		The above-described v	voix in conjunction with the arc	orementioned project
	contract any portion of this work to separate properly executed Schedu		subconsultant, please list the b	usiness name and the
N/A		Price or Percenta	N/A	
Name of 2 nd /3 rd tier Subco	ontractor/subconsultant□	rice of rescents	.gc.	
JSM Airport Service	es	Bright & CI	ear Soft Wash	
Print Name of P-im	4	Print Name of Sub	contractor/subconsultant	
Pro Mil	V Comer	By:	to Mara . A.	
By:/ U	orized Signature	бу	Authorized Agnature	
Mike Conner	V2(2 2 6 20 M)	Andre M	organ	
Print Name		Print Name		
President		Preside	nt	
Title		Title		
Date: 5/9/24		Date: 5/9/2	4	
Date:		Date:		

Revised 09/17/2019

Palm Beach County Office of Equal Business Opportunity

Certifies That

Bright & Clear Soft and Pressure Washing, LLC.

Vendor # VS0000015267

is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from September 06, 2023 to September 05, 2026

The following services and/or products are covered under this certification:

Building Cleaning, Exterior; Cleaning Services, Steam and Pressure; Cleaning of Amusement Areas, Exposition Centers, Grounds, Parks, Picnic Areas, Rest Areas, Etc.; Cleaning, Interior/Exterior, New Construction; Graffiti Removal Services; Janitorial/Custodial Services; Sanitizing and Disinfecting Services; Window Washing Services



Palm Beach County Board of County Commissioners

Greeg K. Weist, Mayor Maria Sacha, Vice Mayor Maria G. Matino Michael A. Barnett Muci Woodward

8. Business Information

APPENDIX B BUSINESS INFORMATION RFP NO. 24-059/DJ

Full Legal Name of Entity:	
	pear on the Contract/Agreement)
Entity Address: 1321 APOPKA AIRPORT RD	HANGAR #101
APOPKA FL 32712	
Telephone Number: (352) 383-2600	Fax Number: ()
Form of Entity:	
[] Corporation	
[x] Limited Liability Company	
[] Partnership, General	
Partnership, Limited	
[] Joint Venture	
[] Sole Proprietorship	
Federal I.D. Number:85-3605931	
(1) If Proposer is a subsidiary, state name of	parent company.
JSM & Associates	
Caution: All information provided herein mus	t be as to Proposer (subsidiary) and not as
to parent company.	
(2) Is Entity registered to do business in the S	State of Florida? Yes [x] No []
If yes to the above, as of what date?	
If not presently registered with the Division of	
Florida as either a Florida or foreign corpo	
below, that if it is the Awardee it will register	
date of the contract with Palm Beach County	'.
Clare this la Chen	
SIGNATURE: / / W. Craw	
NAME (DRINT). Mike Conner	
NAME (PRINT): Mike Conner	
TITLE: President	
IIILE:	
COMPANY: JSM Airport Services LLC	

APPENDIX B BUSINESS INFORMATION RFP NO. 24-059/DJ

i dii Logdi i dirio di Liidiy.	rt Services LLC
	is to appear on the Contract/Agreement) RD HANGAR #101
Entity Address: 1321 APOPKA AIRPORT	RD HANGAR #101
APOPKA FL 32712	
Telephone Number: (352) 383-2600	Fax Number: ()
Form of Entity:	
[] Corporation	
[x] Limited Liability Company	
[] Partnership, General	
[] Partnership, Limited	
[] Joint Venture	
[] Sole Proprietorship	
Federal I.D. Number: 85-3605931	
redefaile. Namber.	
(1) If Proposer is a subsidiary, state nam JSM & Associates	ne of parent company.
Caution: All information provided herein	must be as to Proposer (subsidiary) and not as
to parent company.	
(2) Is Entity registered to do business in	the State of Florida? Yes [x] No []
If yes to the above, as of what date?	2008
in yes to the above, as of what date	
	ion of Corporations to do business in the State of
	corporation, Proposer acknowledges, by signing
	ister with the State of Florida prior to the effective
date of the contract with Palm Beach Co	
SIGNATURE: W.CM	an
NAME (PRINT): Mike Conner	<u></u>
President	
TITLE:	
COMPANY: JSM Airport Services LLC	

APPENDIX E DRUG-FREE WORKPLACE CERTIFICATION RFP NO. 24-059/DJ

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by	Mike	Conner
	(1	ndividual's Name)
President	of	JSM Airport Services LLC
(Title/Position with Company/Vendor)		(Name of Company/Vendor)
		thas implemented a drug-free workplace program which meets es, which are identified in numbers (1) through (6) above.

(Signature)

(Date)

9. Amendments

AMENDMENT No. 1 to RFP No. 24-059/DJ Page 3 of 3

Oral Presentations/ 05/29/2024 Palm Beach County 10:00 a.m. Selection Committee Department of Airports 846 Palm Beach Int. Airport Meeting (if conducted) W. P. B., FL 33406 Posting Date of Notice 06/04/2024 Purchasing Department of Intent to Award 50 S. Military Trail, Ste. 110 W.P.B., FL 33415 www.pbcgov.com/purchasing **BCC Award Date** 08/20/2024 Governmental Center 301 N. Olive Avenue, 6th Floor W.P.B., FL 33401 Contract Start Date October 1, 2024 NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion. All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. F-24-059/DJ and the final contract. All other terms and conditions of the RFP remain the same and unchanged. NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive. Marva Brown, Purchasing Manager ACKNOWLEDGMENT: JSM Airport Services, LLC COMPANY NAME SIGNATURE 5/9/24

DATE

AMENDMENT No. 2 to RFP No. 24-059/DJ Page 8 of 8

NOTE: Please acknowledge receipt of this Amendment No. 2 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.

Marva Brown, Purchasing Manager

ACKNOWLEDGMENT:

JSM AIRPORT SERVICES, LLC

COMPANY NAME

10. Additional Information





3.10 ADDITIONAL INFORMATION

JSM Acknowledges Our Outstanding Employees, Subcontractors and Vendor Partners

Subcontractor and Vendor relationships are a vital part of JSM's success. We pride ourselves on building quality relationships with our vendors and subcontractors. We appreciate the companies and people who work with us to help us get the work completed efficiently and safely.

Our vendors and subcontractors have come to understand that JSM excels in working with our partners through the proposal phase and into service implementation to the benefit of all.









Sustainability

JSM has been an advocate for initiating and implementing sustainable operations and maintenance procedures for our airport clients; it has become one of our core principles. A clean work environment helps keep our planet and JSM Team healthier. Below are some examples utilized.

Sustainability Practices





Refuse

Avoid making unnecessary purchases of single-use items

- Constant communication with vendors about realistic estimate of lead-times to ensure we have the right amount of stock necessary on the shelf and we are not overspending.
- Understanding how long each vendor takes to complete their task so we can meet or exceed the demands placed by our mechanics
- Keeping a well-organized software up to date to avoid poor inventory tracking and ordering mistakes
- After Inventory auditing, determining whether some parts should be discontinued. Typically, older or obsolete parts take longer to manufacture, take up storage space, and have longer delivery dates
- · Understanding and predicting demand, ensuring proper stock levels
- Stocking universal components that can be used for different products, reducing waste and inventory size.
- · Going paperless in many operations



Reduce

Limit the number of materials that are used



- Reuse packing materials and supplies to reduce waste
- Reduce the amount of single-use office and breakroom supplies
- Buying office supplies in bulk, reducing the need for excess packing materials
- Encouraging responsible transportation to work like carpooling public transportation, and biking
- Collect and recycle metal and cardboard products to reduce landfill waste
- Purchase recycled products like reusable water cups and printing paper
- · Battery recycle program that recovers used batteries
- Recycling oil and hydraulic waste to be returned into the marketplace—reducing greenhouse gas and heavy metal emissions



Recycle

Choose to purchase and collect items that are recyclable



Restore

Repair items to a functional state

- Educate staff on a strong rebuild program to show the overall cost, and potential savings, over the lifetime of a part
- Organize parts, components, and tools so mechanics have everything needed to rebuild parts up to manufacturer standards
- Parts department that inputs data into management software and ensures rebuilds are up to appropriate standards

0





Technology

Technology is crucial for innovation. JSM has a number of low-cost, value-added technologies that allow for better predictive maintenance capabilities as well as platforms that allow for better communication with stakeholders while improving efficiencies and the bottom line.

Applied Technologies include:

- Web-based (CMMS) Computerized Maintenance Management Systems
- Thermographic Imaging as an aspect of Predictive Maintenance
- Real-time Communications via Radio and WhatsApp



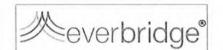














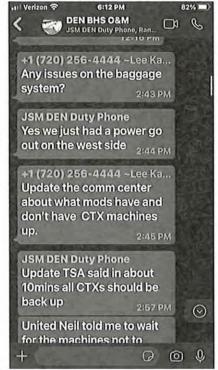
JSM recommends utilizing many newer, but proven technologies when they can be a driver of operational efficiency and/or of mutual benefit to the stakeholders of a service operations.

One such technology available to MCO is WhatsApp. WhatsApp is a real-time group communication application that can be utilized from smartphone and computer. It allows for written communication and photos to be sent (like text) to specific, pre-defined groups of users.



WhatsApp

In an operation and maintenance environment, this allows the JSM team to provide key and specific stakeholders with immediate updates about the health and availability of the equipment under their responsibility. Because the application utilizes SMS technology, the messages can be broadcast to any point in the world with phone reception. Specific messages can be shared with relevant stakeholders which include direct customers, airline employees (gate agents, station managers), airport employees (ground operations, facilities) and others (local TSA, CBP, 3rd party baggage handlers).







Some of the key features are:

- Communicates real-time to all stakeholders or limited/pre-defined groups of stakeholders
- Ability to effectively record date/time stamps on service issues (initial downtime, time returned to service)
- Send pictures of service issues to communicate nature and severity of events.
- Creates a readily accessible log of service events
- Messages can be downloaded and archived



INFRARED IMAGING

JSM utilizes FLIR Infrared Cameras at the major airports we support as a predictive maintenance tool to identify equipment that is approaching failure. Allowing technicians to schedule the replacement of the suspect parts during non-operating hours. Specific uses:

- To identify when Motors, GPU Power Cords, Conveyor Rollers and Shafts/Bearings are generating an unusually high temperature associated with the operation of that equipment.
- Identify loose connections on Electrical Junction Boxes and Main Control Panels.
- Identify when electrical/electronic cabinets are not properly ventilated and the ambient temperature inside the cabinet exceeds the recommended operational environment for the internal components.





Hiring and Retaining Quality Personnel

As part of its strategy to recruit permanent staff for its resident maintenance programs, JSM utilizes a national network of specialty recruitment firms including:



















What sets our service levels apart? Our employees!

Employees - we hire, train, and retain top talent

Why? - to provide consistent and sustained level of high-quality service

- ✓ Provide robust benefits low deductible health insurance, rich 401k match
- √ Provide site-specific technical training as well as soft skill/leadership training.
- ✓ Provide the right tools for the job; keeping the site properly equipped
- √ "Put our money where our mouth is" regarding employee safety as a key element in our culture.
- ✓ Provide for further career advancement into leadership; both local and other JSM sites
- ✓ Provide corporate support and routine visits from HR, Safety, Training, Quality, Corporate leadership
- ✓ Provide employees with multiple venues and opportunities to voice their opinion and ideas





TOP TALENT STAYS WHEN THEY ARE:



How do we do it?

JSM is able to retain top talent through a robust benefits package that supports the physical and financial health of the employee. Additionally, we look to grow our employees through career enhancement programs that include public recognition of exceptional effort as well as tuition reimbursement for skills and knowledge advancement.



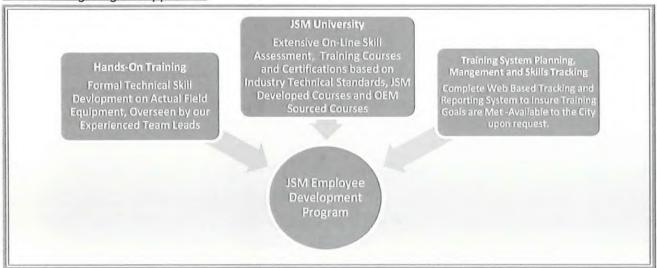




JSM's Approach to Employee Training & Development

JSM's management is committed to the goal of providing the highest quality training and development opportunities for all employees. To provide the best level of training, JSMs training program utilizes a combination of online classroom training with hands-on training that is optimized for the sites' specific equipment and matched to the requirements to each type of personnel. It is our core belief that a well-trained employee will respond confidently, efficiently and in a safe manner realizing all the quality objectives of our customers.

JSMs Training Program Approach:



<u>Hands-On Training</u> - JSMs highly qualified managers and technical lead personnel, having vast experience with airport equipment, are the foundation of our hands-on training. Equipment specific hands-on training modules are established and monitored by a JSM maintenance manager. Managers will certify an employee as having completed a module after a defined set of training tasks are met. These training modules normally include a combination of instructor lead training at the actual equipment or equipment mock-ups and the completion of certain maintenance tasks with an experienced maintenance team lead. Employee progress for hands-on training is defined, tracked, and reported through our web-based system.

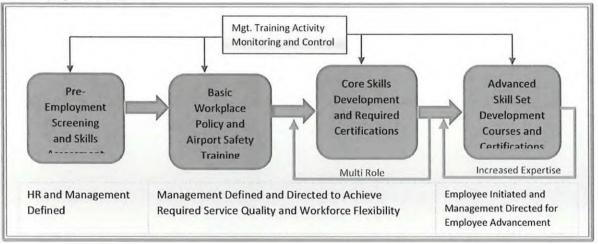


JSM University (JSMU) is our online training system developed using the **Vector / Convergence** web-based platform and technology. Using this media JSMU provides top-notch skills assessment, training program courses, certifications and employee development tracking.





JSMs Employee Development:



Roles and Responsibilities:

- Training System Manager A dedicated manager operating as part of our corporate Human Resources group will administrate the training programs. This includes managing and updating the course materials, as well as supporting the motoring, reporting and planning functions for the training program. This is the Web based JSMU system and other training materials.
- Maintenance Managers Managers from each maintenance discipline will corroborate in the development and definition of required training materials, the training regimes for the various employee types.
- Managers will provide the ongoing review and enforcement of training within their teams and assist employees in progressing toward advanced skills and roles.
- Lead/Senior Technicians Our lead technicians will facilitate the hands-on training by transferring their knowledge and techniques to an employee. Leads will also observe and sign-off on the proper completion specific hands-on maintenance training tasks

Effective assessment is the starting point for improving competency levels and for enhancing the performance of current employees, new hires and contractors. New hires undergo a comprehensive evaluation process that includes background checks and verification of previous education, training and certifications and licenses. New hires are then evaluated by interview process and by formal pre-employment testing that is targeted for the technical skill requirements of the specific employment position being applied for. Requirements for new employees vary; technicians will generally receive a minimum of 40 hours training their first year and a minimum of 20 hours each year thereafter.

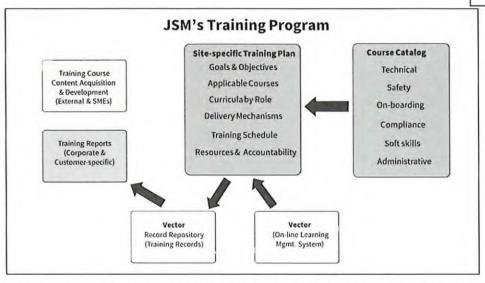


As a priority, employees will be trained, and attain certifications as required, for safety as it relates airports and equipment. Workplace policies, ethics and procedures will also be part of the initial training. Then core skill training will be required for each employee as required by the defined training plan.





It is JSM's policy to promote talent from within and our ongoing training program provides employees with clearly defined curriculum for each job classification that will serve as a development pathway throughout their career. The site manager will assist the employee creating and maintaining individual career development files. Employee are provided the resources to succeed in the form of Web based and hands-



on training courses. Our goal is to continuously strengthen our employee's skills and competencies to ensure customer satisfaction and quality levels of service.

All JSM employees will then be certified on a yearly basis in various equipment and systems as defined by management, site requirement or regulatory requirements.

Continuous Improvement: As improved methods arise, training materials will be updated by the training system manager and rolled out in the form of a training bulletin to the managers. Training bulletins are then added to the requirements for all affected employees and tracked.

Current curriculum for our PBB oriented sites

Bušness Focus		Course Tatle/Task	Approx.		5/5/5/	Car Son Cont St. Cons	The solution of	or Or Theory	San Marie Paris			Semicalia	WAC COME UN	J. T. Control		Tour	Semos Talacin	Semal Sement	100000000000000000000000000000000000000	Same Same	Con Contraction of	Sur y Bom One
New Hire & Annual Training	Regulatory & Compliance	Active Shooter	45	X I	1	1	1.1	1	47	R F	R	R	R	P	R	R	R	R.	R	R	RIF	10
New Hire & Annual Training	Regulatory & Compliance	Anti-harassment	30	X	+			_			R	R		P		R		R	R		RF	
Administrative	Safety	Back Injury Prevention	30	x	-			1		, ,	- K	- n	"	-	- N	n.	-	-		R		
Technic an Safety	Elective/Custom Industrial Library		60	X						F F	E	F	E		E	F	F	E		-	-	
Ad= natrative	Leadersh a & Soft Scills	Basics of Leadership: 01-Leadership Chailenges	60	X						-	-	-	E		-			È		E	-	E
Administrative	Leadership & Soft Skills	Basics of Leadership: 02-Changes in Corporate Culture	60	X					-				E					E		E	-	E
Administrative	Leadership & Soft Skills	Basics of Leadership: 03-Keeping Employees Energized	60	x	-				-	-	-	-	E		+			E		E	+	E
Administrative	Leadership & Soft Skills	Basics of Leadership: 04-Knowledge Management	60	x	+			_	-	-	+	-	E		-			E		E	-	E
Administrative	Leadership & Soft Se 's	Basics of Leadership, 03-Elements of Change in Business	60	x	+			_	-	-	+	+	E	-	+			Ε		E	+	E
Administrative	Leadership & Soft Sells	Basics of Leadership Of-Leadership Dynamics	60	×	-				-	+	+	-	E	М-				Ė		F	+	E
Onsite Training	Sel's Training	Bearings	60	^+	+		1	v	.		R	R			R	R		B	-	E	+	-
	Regulatory & Compliance	Bioadporne Pathogens	30	×	-			`	-	0 1	R	R	R		R	R		R		n	RF	RR
New Hire & Annual Training	E'ective/Custom Industrial Library		25	x	+			-			E				E			E	n.	R	R 1	I R
Technician Safety			25	X	+	-	-	-			E				E			E			+	_
Technic an Safety		Cutton Basics Communication Skills for Supervisors	30	X	+			+	-	£ t		1 8	R		1	E		R		R	-	R
Administrative	Leadership & Soft Soils			×	-	-	-	-	ш.		R	R		ш.		-		R		R	-	R
New Hire & Annual Training	Safety	Confined Space	30	X	-			+	-	K P	H	H	R		R	R		R		R	-	R
Administrative	Leadership & Soft Skills	Conflict Management	25		+			-	-	+	-	-			-	-				R	-	R
Technician Safety	Elective/Custom Industrial Lorary		25	X	+		-	-		EE					E	E		E			+	-
Technician Safety	Elective	Conveyor Safety	30	X	-		-	-		EE					E	E		E			-	-
Technician Safety	Elective/Custom Industrial Corary		25	X	+			-			E	E				E		E		-	-	-
Ad- n/Techs/A I	Soft Skills	Customer Service & Support	30	X	-	-	-	-			R				R	R		R	R	R	R	RR
Technician Safety	Elective/Custom Industrial Library		60		+			-			E	E		E		E		E			-	
New Hire & Annual Training	Regulatory & Compilance	Discrimination in the Works are	60	X	-			-			R	R		P	R	R		R	R			RR
New Hire & Annual Training	Regulatory & Compliance	Diversity in the Works ace	60	X	-			-		R F		R		F		R		R	R	R		RR
New Hire & Annual Training	Safety	Driving Safety / Hazard Recognition	15	X	-			1			R				R	R		R	R	R	R	RR
Technician Safety	Elective/Custom Industrial Library		120	X	-			-			E					E		E			-	
Technician Safety	Elective/Custom Industrial Library		120	X				-		E		E				E		E			-	
Technic an Safety		Electrical Drawings and Schematics	25	X	-			-			E					E		E			-	-
Technician Safety		Fectives Equipment: AC and DC Motors	120	×	-			-		E 8	E	E				E		E			_	-
Technican Safety		Electrical Maintenance: Troubleshooting Electrical Circuits	120	X	-			_	-	E	E	E		1		E		E			-	_
Technician Safety		Electrical Meters and Measurements	60	X				-	-	E	E	E			£	E		E			_	-
Administrative	Leadership & Soft Skills	E=a & Et quette Rules	25	X	-				ш.	-	-	-	R	ш.				R		R	_	R
Technician Safety		Equipment Lubrication. Using Lubricants	60	X	-			-		E E	E	E	E		E	E	E	E			_	-
Administrative	Safety	Ergonomics for Office Environments	35	X	-			-		_	-			я.				-8	R	R	RF	R R
Admin/HR	Human Resources	Essent a's of I-9 Compilance	30	X				-		4	-	-		ш.				- 8			_	E
New Hire & Annual Training	Safety	Fail Prevention and Protection	60	X						RF	R		R		R	R	R		R			
New Hire & Annual Training	Safety	Fire Extinguisher Safety	30	X						R F	R	R		F		R		R	R			RR
New Hire & Annual Training	Safety	Fire Safety	30	X						RIF	R			P		R		R	R		RI	
New Hire & Annual Training	Safety	Frst Aid	30	X							R				R	R	R		R	R	RI	RR
Technician Safety	E'ective/Custom Industrial Elbrary	Fork fits: Operation	60	X						E 1		E				E		E				
Technician Safety	Elective/Custom Industrial Library		60	X							E	E	E	1		E		E				
New Hire & Annual Training	Safety	GHS - Hazzom for Cleaning and Maintenance Operations	45	X						RF	R	R	R		R	R	R	R	R	R	RI	RR





Best Practices

JSM Improves Operational Readiness, Equipment Longevity by:

- Augmenting recommended OEM Preventive Maintenance (PM) to include monthly equipment inspections and operational checks.
- · Complete re-lamping of Boarding Bridges during annual inspections.
- Installing GPU Nose Cable Head Protectors to decrease wear and increase life span.
- · Replacement of GPU capacitors every 5 years to maintain efficiency and reliability of unit.



Payment by Credit Card

JSM expressly requests to "opt out" of the option to be paid by credit card. JSM provides its customer with proposed pricing that reflect its best value, pricing that already takes into account any discounting or processing fees. Please exclude JSM from paying its invoices by credit card.



EXHIBIT C AFFIRMATIVE PROCUREMENT INITIATIVES ("API"s) FOR GOODS AND OTHER SERVICES Contract No. 24-059/DJ

The API(s) approved for this project is listed below.

<u>SBE Evaluation Preference for SBE Participation – Other Services Contracts</u> <u>\$500,000 or greater</u> (Ordinance 2-80.27(5)(c) Option 2)

<u>Up to 15</u> (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondents/bidder's team.

Evaluation Preference points shall be awarded on a sliding scale from zero (0) up to fifteen (15) percent of the total available evaluation points for scoring proposals to those firms bidding on Other Services contracts valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent's or bidder's team (e.g. zero (0) SBE participation on a prime respondent's or bidder's team shall yield zero (0) evaluation points, whereas the maximum SBE participation among all prime respondents or bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen (15) Evaluation Preference points out of 100; and a prime respondent's or bidder's team that achieves only had as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded seven and one half (7.5) evaluation points out of 100.)

EXHIBIT D

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

1	
I, the undersigned, am an officer or re	presentative of JSM Airport Services, LLC
(CONTRACTOR) and attest that CON services as defined in section 787.06,	ITRACTOR does not use coercion for labor or Florida Statutes.
	ereby declare and affirm that the above are true and correct.
This Loves	Michael W Conner, President
(signature of officer or representative)	(printed name and title of officer or representative)
Sworn to and subscribed before me notarization this, 24h day of Augus Michael Conner	by means of ⊡physical presence or □ online 1 2024, by
Personally known □ OR produced identification produced <u>7</u>	
mille.	
NOTARY PUBLIC	CANALON
My Commission Expires: 0 7-12 - 2020 	RAFAEL ALEXANDER NOLASCO Notary Public, State of Texas Comm. Expires 07-12-2025 Notary ID 133207037

(Notary Seal)