CENTRAL PURCHASE ORDER AIRPORTS (561) 471-7425 CPO 680 CC060721000000000023 AIRPORT MAINTENANCE 3700 BELVEDERE RD, P.B.I.A, BUILDING "D" IMPORTANT BOARD OF COUNTY WEST PALM BEACH FL 33406 COMMISSIONERS THE ABOVE NUMBER MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, ATTN VIRGIL SKEEN INVOICES AND CORRESPONDENCE. Boland's LLC ORDER DATE DELIVERY DATE F.O.B. Send Original Invoice To 06-15-2021 07-30-2021 Destination BOARD OF COUNTY COMMISSIONERS 290 Fox Hollow Rd VENDOR NUMBER VENDOR ADDRESS VENDOR CONTACT PALM BEACH COUNTY FINANCE DEPT. E VS0000019938 P.O. BOX 4036 D AD0000000003 PC0000000003 Binghamton NY 13904-3022 WEST PALM BEACH, FL 33402-4036 AGREEMENT NUMBER USA TELEPHONE: 561-355-2912 0 Debbie Moore debbieatboland@gmail.com 607-744-2949 UNIT COMMODITY CODE UNIT PRICE ITEM OUANTITY EXTENDED PRICE ITEM DESCRIPTION EΑ 45001 1.00000 115,660.000000 115,660.00 EMAS BED SEAM SEAL AND SIDE COATING RETROFIT INSTALLATION EMAS BED SEAM SEAL AND SIDE COATING RETROFIT INSTALLATION FOR 2310 **BLOCKS/55 ROWS** MSDS: Material Safety Data Sheet is required FΑ 84544.00000 45001 1.000000 84.544.00 RUNWAY SAFE ON SITE SUPPORT MSDS: Material Safety Data Sheet is required FΑ 3 1.00000 45001 4.227.200000 4,227.20 RUNWAY SAFE ONSITE SUPPORT OVERSIGHT RUNWAY SAFE ONSITE SUPPORT OVERSIGHT MSDS: Material Safety Data Sheet is required 1.00000 FΑ 45001 4 2.996.250000 2,996.25 FEE FOR OBTAIING A PAYMENT AND PERFORMANCE BOND **BOND 100% CONTRACT VALUE** Per all specifications, terms and conditions of Solicitation #SS033121-201/CC; Pricing per response by Jamin Boland 5/20/2021 MSDS: Material Safety Data Sheet is required STATE TAX EXEMPTION NUMBER 85-8012622286C-8 BUYER TELEPHONE TAX EXEMPTION FEDERAL EXCISE TAX EXEMPTION NUMBER INFORMATION EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST **COLLEEN CARDILLO** 561-616-6839 ORDER TOTAL EMAIL: CCARDILL@PBCGOV.ORG 207.427.45

#### NOTES TO VENDOR:

1. To receive payment, Vendor's Legal Name; Address, & TIN/FEIN on its Invoice must be exactly as it is on its bid/quote/ response AND in the County's VSS system @ https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply, may result in a delay in payment.

2. To receive payment by credit card, contact the Clerk & Comptroller's Office via email @ pbcpaymentmgr@mypalmbeachclerk.com. 3. Unless agreed to otherwise, the County's Standard Terms & Conditions located at @ http://discover.pbcgov.org/Purchasing are

incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable. 4. Unless agreed to otherwise, the County's Federal Standard Terms & Conditions for goods or services purchased with Federal funds located at @ http://discover.pbcgov.org/Purchasing are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.

P.B.C. PURCHASING DEPARTMENT 50 S. MILITARY TRAIL, SUITE 110

WEST PALM BEACH, FL 33415-3199

PHONE: (561) 616-6800

RESP. DEPT: 680

UNIT: 6801

PRINT DATE:

06/15/21

PAGE NUMBER:

OF

## SOLE SOURCE RESPONSE PAGE SOLICITATION #S033121-201/CC

# ENGINEERED MATERIAL ARRESTING SYSTEM (EMAS), RUNWAY SAFE, RETROFIT INSTALLATION

| ITEM<br>NO. | DESCRIPTION   | -                              | UNIT<br>PRICE                       |
|-------------|---|--------------------------------|-------------------------------------|
| 1.          | ENGINEERED MATERIALS ARRESTING SYSTEM BED SEAM SIDE COATING RETROFIT INSTALLATION FOR 2310 BLOCK  |                                | <u>\$ 115,660</u>                   |
| 2.          | RUNWAY SAFE ONSITE SUPPORT  |                                | <u>\$ 84, 544</u>                   |
| 3.          | RUNWAY SAFE ONSITE SUPPORT OVERSIGHT  |                                | \$ 4227, 20                         |
| 4.          | FEE FOR OBTAINING A PAYMENT AND PERFORMANCE BO<br>(100% OF CONTRACT VALUE)  | DND                            | \$ <u>Z996.</u> 25                  |
|             |   | TOTAL OFFER:                   | <u>\$ 2.07,42</u> 7.45              |
| Acknow      | rledge Criminal History Records Check requirement, per Term # <u>10</u><br>rledge Performance and Payment Bond requirements, per Term # <u>1</u><br>rledge Insurance requirements, per Term # <u>15</u> ?                       | ?<br><u>4</u> ?                | YES/INITIAL YES/INITIAL YES/INITIAL |
| and sp      | * PLEASE AFFIX SIGNATURE W nature on this document, vendor acknowledges and agrees that its pecifications of the County's solicitation, without exception, change led by the County prior to the due date of this solicitation. | offer includes and ac          | cepts all terms, conditions.        |
| FIRM        | NAME: (Enter the entire legal name of the bidding entity)  BOLAND'S LLC   |                                | DATE: 5/20/21                       |
| * SI(       | \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \  | NT NAME: JAM<br>NT TITLE: SOLE |                                     |
| ADDRI       | ESS: 290 Fox hollow RD  |                                |                                     |
| CITY /      | STATE: BINSMANTON NY  | ZIP CODE:                      | 13704                               |
| TELEP       | PHONE # (607) 343 2639 E-M  | AIL: JBCAUS                    | EICAND ADLOCA                       |
| EMER        | GENCY#(607) 343 2639 FAX  | #: ( )                         |                                     |
| TOLL F      | FREE # ( )  |                                |                                     |
| APPLI       | CABLE LICENSE(S) NUMBER # <u>CUC[22434</u> 7 TYPE   | : UNDERGREU                    | ~0                                  |
|             | RALID# 20-2199754   |                                |                                     |

### **Board of County Commissioners**

Dave Kerner, Mayor Robert S. Weinroth, Vice Mayor Maria G. Marino Gregg K. Weiss Maria Sachs Melissa McKinlay Mack Bernard



**County Administrator** 

Verdenia C. Baker

Purchasing Department www.pbcgov.org/purchasing

## BOARD OF COUNTY COMMISSIONERS SOLE SOURCE SOLICITATION SOLICITATION #SS033121-201/CC

## ENGINEERED MATERIAL ARRESTING SYSTEM (EMAS), RUNWAY SAFE, RETROFIT INSTALLATION

DUE DATE: APRIL 28, 2021 AT 4:00 P.M.

It is the sole purpose and intent of this solicitation to secure a contract for item(s) and/or services as listed herein. The sole source vendor is hereby placed on notice that acceptance of its response by Palm Beach County shall constitute a binding contract.

This Solicitation, General Conditions, Instructions, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this solicitation and response thereto, and by reference are made a part thereof. The sole source vendor shall be bound by all terms, conditions and requirements in these documents. Vendor shall notify Palm Beach County Purchasing Department immediately if the sole source status changes.

## **SUBMIT SOLICITATION TO:**

Palm Beach County Purchasing Department Attention: Colleen Cardillo 50 South Military Trail, Suite 110 West Palm Beach, Florida 33415-3199

Phone #: (561) 616-6839 Fax #: (561) 242-6739 E-mail: ccardill@pbcqov.org

Solicitation may be submitted via fax or e-mail.

## CAUTION

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <a href="https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService">https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</a>.

In accordance with the provisions of ADA, this document may be requested in an alternate format.

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION GENERAL CONDITIONS

### 1. GENERAL INFORMATION

Vendor is advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the vendor. Changes to this solicitation may be made only by written amendment issued by the County Purchasing Department. Vendor is further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing. Vendor certifies that its response is made without reliance on any oral representations made by the County.

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.

#### 2. LEGAL REQUIREMENTS

a. COMPLIANCE WITH LAWS AND CODES: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other items supplied in response to this solicitation) contained in its response meets all ANSI, NFPA and all other Federal and State requirements. Vendor further certifies that if the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and Palm Beach County for any terms and conditions not specifically stated in the solicitation.

- b. <u>DISCRIMINATION PROHIBITED</u>: Palm Beach 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 vendor 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 a default of contract.
- c. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>: The vendor 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 vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor'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.
- d. CRIMINAL HISTORY RECORDS CHECK ORDINANCE: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be

conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The vendor is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the vendor acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

- e. PUBLIC ENTITY CRIMES: F.S. 287.133 requires Palm Beach County to notify all vendors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- f. <u>NON-COLLUSION</u>: Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more vendors over other vendors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

- g. <u>CONFLICT OF INTEREST</u>: The vendor 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, Florida Statutes and the Palm Beach County Code of Ethics. The vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendor shall disclose with their response the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.
- h. <u>SUCCESSORS AND ASSIGNS</u>: The County and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the vendor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to this solicitation and/or resultant contract.
- j. <u>PUBLIC RECORDS, ACCESS AND AUDITS</u>: The vendor 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 the Contract which have been created as a part of the vendor's services or authorized by the County as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the vendor, and wherever located shall be the property of the County.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the vendor might consider to be confidential. All submitted information that the vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The vendor 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 this Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business.

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

- Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- 2. Upon request from the County's Custodian of Public Records ("County's Custodian") or the 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 Vendor 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.
- 3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Vendor 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.
- Upon completion of the Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by the 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 Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor 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 the County, at no cost to the County.

Vendor 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 Vendor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. The 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, **VENDOR'S** DUTY THE **PUBLIC PROVIDE RECORDS** RELATING TO THIS CONTRACT. PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY **PUBLIC AFFAIRS DEPARTMENT, 301** N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- k. INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW: This solicitation shall be included and incorporated in the final award. The order of contractual precedence shall be the solicitation document (original terms and conditions), response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
- <u>LEGAL EXPENSES</u>: The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
- m. NO THIRD PARTY BENEFICIARIES: 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 vendor.

#### n. SCRUTINIZED COMPANIES:

### 1. SCRUTINIZED COMPANIES:

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Vendor 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 Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Sole Source solicitation may be terminated at the option of the County.

#### SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Vendor 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 Vendor, the resulting Contract from this Sole Source solicitation 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.

- 3. SUBMISSION OF RESPONSE: Response must be submitted on the provided Sole Source "Response" Form. Responses on vendor letterhead/quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACE(S) SHALL BE CAUSE FOR REJECTION OF THE RESPONSE. Responses are to be submitted to the Palm Beach County Purchasing Department representative no later than the time indicated herein.
- CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in the Special Conditions of this solicitation, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- b. PERFORMANCE DURING EMERGENCY: By submitting a response, vendor agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Vendor agrees to provide all goods and services to Palm Beach 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 solicitation on a "first priority" basis. Vendor 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 vendor to sanctions from doing further business with the County.
- CUSTOMER: Should sales promotions occur during the term of the contract that lower the price of the procured item, the vendor shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the contract. The vendor warrants that the price(s) shall not exceed the vendor'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 vendor shall extend to the County the same pricing or the then current market price, whichever is lower.

### 4. CONTRACT ADMINISTRATION

a. <u>DELIVERY AND ACCEPTANCE</u>: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this solicitation are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. The vendor shall be responsible for making any and all claims against carriers for missing or damaged items. Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the vendor and for full credit, any item(s) received which fail to meet the performance standards.

- b. FEDERAL AND STATE TAX: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the vendor, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are vendors authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by vendors to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the vendor.
- c. <u>PAYMENT</u>: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's response must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <a href="https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService">https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService</a>.

Vendor <u>shall</u> send ALL ORIGINAL invoices to the following address and <u>may</u> send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall <u>not</u> be accepted.

PALM BEACH COUNTY FINANCE DEPT. P.O. BOX 4036 WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at <a href="mailto:pbcpaymentmgr@mypalmbeachclerk.com">pbcpaymentmgr@mypalmbeachclerk.com</a>.

- d. <u>CHANGES</u>: The Director of Purchasing, Palm Beach County, by written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The vendor shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. <u>DEFAULT</u>: The County may, by written notice of default to the-vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the-vendor, the County may procure goods and/or services similar to those terminated, and the vendor may be liable for any excess costs incurred due to this action.

If it is determined that the vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the vendor), the rights and obligations

of the parties shall be those provided in "Termination for Convenience" as stated below.

f. TERMINATION FOR CONVENIENCE: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the vendor, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

- g. <u>REMEDIES</u>: 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.
- h. <u>RENEWAL OPTION</u>: The contract shall be for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. The option for renewal shall only be exercised upon verification of continued sole source status and upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the four (4) twelve (12) month option periods, the County may consider a single annual price adjustment to the unit price(s) based on new pricing from the vendor.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Board of County Commissioners.

## 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, Florida Statutes, in the same manner as a second degree misdemeanor.

#### 6. ANNUAL APPROPRIATIONS

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.

#### CONFLICT OF INTEREST

Vendor 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 by this contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.

#### B. E-VERIFY - EMPLOYMENT ELIGIBILITY

Vendor 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of vendor's subconsultants performing the duties and obligations of this contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Vendor 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. Vendor 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 vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that vendor's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify vendor to terminate its contract with the subconsultant and vendor shall immediately terminate its contract with the subconsultant. If County terminates this contract pursuant to the above, vendor 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, vendor shall also be liable for any additional costs incurred by County as a result of the termination.

THIS IS THE END OF "GENERAL CONDITIONS"

#### SPECIAL CONDITIONS

## 9. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### 10. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport)

All individuals working at the Palm Beach International Airport ("PBIA") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBIA Security Identification Display Area ("SIDA"), Sterile Area and the Air Operations Area ("AOA"), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports' Security Office ("Airport Security Office") will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The successful bidder shall be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement 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 with the CHRC requirements. The term "persons" includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The County reserves the right to suspend any Contractor, subject to the requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the County regarding a badged Contractor employee or Subcontractor employee that has been terminated.

## 11. METHOD OF ORDERING (PURCHASE ORDER)

Items and/or services shall be ordered via individual purchase order. Invoices shall reflect the purchase order number.

## 12. TIME FOR COMPLETION / DELIVERY

Vendor shall begin work no later than five (5) calendar days after notification. Retrofit Installation shall be completed within thirty (30) business days. If additional time is needed, vendor shall submit request, in writing, which shall be approved by the Purchasing Director or his/her designee. Failure of the vendor to adhere to this requirement is sufficient cause for default and termination of the contract.

### 13. WORK SITE SAFETY/SECURITY

The vendor shall at all times guard against damage or loss to the property of Palm Beach County, the vendor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the vendor shall provide fences, signs, barricades, flashing lights, etc., at no additional cost to the County, necessary to protect and secure the work site(s) and ensure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, vendor shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the vendor or its agents.

#### 14. PERFORMANCE AND PAYMENT BOND

The vendor shall furnish a surety bond from a surety company acceptable to Palm Beach County as security for faithful performance of order(s) awarded as a result of this solicitation and for the payment of all persons performing labor, and on their furnishing material in connection therewith. Surety of such bond shall be in a dollar amount equal to 100% of the total offer. The attorney-in-fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. Under no circumstances shall the vendor begin work until it has supplied to Palm Beach County an acceptable Performance and Payment Bond. Palm Beach County will accept any surety company listed on the current U.S. Treasury Circular #570 and licensed to do business in the State of Florida.

### 15. INSURANCE REQUIRED

It shall be the responsibility of the vendor to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the vendor shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Vendor shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$5,000,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. This coverage shall be endorsed to include Palm Beach County as an Additional Insured.

Business Auto Liability Insurance. Vendor shall maintain Business Auto Liability Insurance at a limit of liability not less than \$5,000,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event vendor neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing vendor to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the vendor indicating either the vendor does not own any vehicles, and if vehicles are acquired throughout the term of the contract, vendor 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.

Workers' Compensation and Employer's Liability Insurance. Vendor shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the vendor in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) <a href="mailto:shall-clearly-confirm">shall-clearly-confirm</a> that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415. It is the responsibility of the vendor to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Vendor shall agree that all insurance coverage required herein shall be provided by Vendor to County on a primary basis.

## SPECIFICATIONS SOLICITATION #SS033121-201/CC

## ENGINEERED MATERIAL ARRESTING SYSTEM (EMAS), RUNWAY SAFE, RETROFIT INSTALLATION

### PURPOSE AND INTENT

The sole purpose and intent of this solicitation is to obtain firm, fixed pricing for the Engineered Materials Arresting System EMASMAX bed seam seal and side coating retrofitting installation of the Runway Safe EMASMAX for Palm Beach County.

#### **GENERAL**

All services shall be provide by the vendor at Palm Beach International Airport, 1000 James Turnage Boulevard, West Palm Beach, FL 33406.

EMASMAX bed seam seal and side coating retrofitting installation shall meet or exceed all industry and safety standards including but not limited to FAA Advisory Circular 150/5220-22B.

#### **COUNTY'S RESPONSIBILITIES**

The County shall:

- 1. Provide a purchase order.
- 2. Provide access to location where work is to be performed.

### **VENDOR'S RESPONSIBILITIES**

Vendor shall:

- 1. Be bound by all terms, conditions, and requirements of this solicitation.
- 2. Provide the designated County representative with a written estimate containing a list of necessary tasks, support, and oversight, and an estimated time of installation.
- 3. Coordinate all activities with the designated County representative.
- 4. Provide Runway Safe on-site support.
- 5. Install OEM parts.
- 6. Provide all other materials and accessories necessary to complete installation.

## **TECHNICAL SPECIFICATIONS**

#### Scope of Work - Installation of 2310 EMASMAX Blocks (55 rows)

Scope of work shall include the following:

- 1. Mob/De-Mod
- Remove existing tape
- 3. Remove Existing side coating
- 4. Remove Vents
- 5. Clean and scrape joints
- 6. Install backer rod
- 7. Install in-gap
- Install new side coating
- 9. Cut in new vents
- 10. Light plants (night work)
- 11. Dumpster(s)
- 12. Disposal fee(s)
- 13. Mop/Clean area

## **COUNTY ACCEPTANCE**

Services shall not be considered accepted until an authorized agent for Palm Beach County has, by inspection or test of such services, determined that they appear to fully comply with specifications.

## **PAYMENT**

Payment shall be based on the price(s) offered on the response page. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of services performed. Price shall include, but is not limited to, all labor and materials, to fully and completely provide services as specified herein. No additional compensation shall be paid for fuel, travel, mileage, mobilization, demobilization, and any/all other incidental expenses that may arise from this service.

## SOLE SOURCE RESPONSE PAGE SOLICITATION #SS033121-201/CC

# ENGINEERED MATERIAL ARRESTING SYSTEM (EMAS), RUNWAY SAFE, RETROFIT INSTALLATION

| ITEM<br>NO.  | DESCRIPTION   |   | UNIT<br>PRICE |  |  |  |
|--|---|---|---------------|--|--|--|
| 1.   | ENGINEERED MATERIALS ARRESTING SYSTEM BED SEAM SEAL AND SIDE COATING RETROFIT INSTALLATION FOR 2310 BLOCKS / 55 ROWS  |   | \$            |  |  |  |
| 2.   | RUNWAY SAFE ONSITE SUPPORT  |   | \$            |  |  |  |
| 3.   | RUNWAY SAFE ONSITE SUPPORT OVERSIGHT  |   | \$            |  |  |  |
| 4.   | FEE FOR OBTAINING A PAYMENT AND PERFORMANC<br>(100% OF CONTRACT VALUE)  | E BOND                                    | \$            |  |  |  |
|  |   | TOTAL OFFER:                              | \$            |  |  |  |
| Acknow   | ledge Criminal History Records Check requirement, per Tern<br>ledge Performance and Payment Bond requirements, per Te<br>ledge Insurance requirements, per Term # <u>15</u> ? | YES/INITIAL<br>YES/INITIAL<br>YES/INITIAL |               |  |  |  |
| * PLEASE AFFIX SIGNATURE WHERE INDICATED  By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's solicitation, without exception, change or alteration of any kind, except as may have been amended by the County prior to the due date of this solicitation. |   |   |               |  |  |  |
| FIRM   | NAME: (Enter the entire legal name of the bidding entit   | DATE:                                     |               |  |  |  |
|  |   | PRINT NAME:                               |               |  |  |  |
| * SIGNATURE:PRINT TITLE:   |   |   |               |  |  |  |
| ADDRI  | ESS:  |   |               |  |  |  |
| CITY /   | STATE:  | ZIP CODE:                                 |               |  |  |  |
| TELEP  | HONE # ( )  | E-MAIL:                                   |               |  |  |  |
| EMER   | GENCY#( )   | FAX #: ( )                                |               |  |  |  |
| TOLL F   | FREE # ( )  |   |               |  |  |  |
| APPLIC   | CABLE LICENSE(S) NUMBER #   | TYPE:                                     |               |  |  |  |
| FEDEF  | RAL ID#   |   |               |  |  |  |

## INTER-OFFICE COMMUNICATION PALM BEACH COUNTY

DATE:

**April 12, 2021** 

TO:

Kathleen M. Scarlett

Director

THRU:

Kristen Mon

Purchasing

FROM:

Colleen Cardillo

Senior Buyer

RE:

**SOLE SOURCE JUSTIFICATION (EXTENDED TERM)** 

The user department has stated that RUNWAY SAFE GROUP is the ONLY product / source of service that will meet the County's need for ENGINEERED MATERIALS ARRESTING SYSTEM (EMAS) INSTALLATION. Based on staff's knowledge of the marketplace, we believe this to be an accurate assessment.

It has also been determined and attested to by TRIP THOMAS, REGIONAL SALES MANAGER, RUNWAY SAFE GROUP (manufacturer) that BOLAND'S LLC (vendor / supplier) is the ONLY source of supply for the above referenced product / service (see attached).

We anticipate that the circumstances justified by this sole source request will not change over the next 60 months (maximum 60 months).

## **PURCHASING APPROVAL:**

Based on the information provided to me, including the manufacturer's certification that they or their representative are the sole provider of this good or service, the user's certification that this is the only good or service which will suffice their needs, and a justifiable expectation that these conditions will not change in the foreseeable future, I hereby approve the sole source acquisition of the subject good or service for a period not to exceed sixty months. The user department is responsible for monitoring the marketplace and, if the above described sole source conditions change, discontinue use of this sole source justification and procure the goods or services competitively.

C:

Shawna Larose, Department of Airports

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS Mack Bernard, Mayor Dave Kerner, Vice Mayor Hal R. Valeche Gregg K. Weiss Robert S. Weinroth Mary Lou Berger Melissa McKinlay



COUNTY ADMINISTRATOR Verdenia C. Baker

**DEPARTMENT OF AIRPORTS** 



TO:

Kathleen M. Scarlett, Director of Purchasing Department

FROM:

Laura Beebe, Director of Airports

THRU:

Gary Sypek, Deputy Director of Airports – Airport Development

DATE:

March 29, 2021

SUBJECT:

Sole Source Justification - Boland's LLC EMAS Services

The Department of Airports requests a sole source solicitation to purchase Boland's LLC services for installation as they are the sole Florida licensed and approved installer of the Engineered Materials Arresting System (EMAS) for aircraft overruns. The EMAS is used to quickly stop any aircraft that moves onto it, and is the only option to maintain landing, departure, and safety area compliance with the U.S. Department of Transportation Federal Aviation Administration (FAA) requirements for runway 14 - 32 at the Palm Beach International Airport.

Based on our expertise and a comprehensive search of the market place, in concurrence with the FAA Advisory Circular 150/5220-22B "Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns" Runway Safe, the only provider of the OEM goods attests Boland's LLC is the only installer for EMAS who meet the essential requirements of the department and, to the best of our knowledge, no other company can duplicate.

For the above documented reasons and attached supporting documentation from Runway Safe, the Department of Airports requests Boland's be considered for approval as a sole source provider for the installation to retrofit the seam seal and side coating for the EMASMAX bed located on runway 14 departure end at Palm Beach International Airport.



March 15, 2021

Palm Beach County, Department of Airports Shawna Larose 37000 Belvedere Road Building D West Palm Beach, FL 33406

Dear Ms. Larose,

Pursuant to our conversation, Boland's LLC is the sole source installer for Runway Safe Engineered Materials Arresting Systems (EMAS) for aircraft overruns. Boland's LLC is the only FL licensed installer that has demonstrated and validated installation methodology meeting Runway Safe's requirements within the last several years. Failure to use Boland's LLC could deviate from manufacturer standard operating procedures (SOPs) and void any warranty.

Please contact me if you should have any questions.

Sincerely,

Trip Thomas, C.M. Regional Sales Director

Ph (856) 975-5835

Email: trip.thomas@runwaysafe.com

www.runwaysafe.com



## Boland's LLC

## 290 Fox Hollow Road Binghamton N.Y. 13904 Florida License # CUC1224347

March 22, 2021

Palm Beach County Department of Airports 846 Palm Beach International Airport West Palm Beach, Fl. 33406 Attn: Cynthia Portnoy, PE

Project: EMAS (PBI Tape Retrofit In-Gap)

Cynthia,

We are pleased to quote the above referenced tape retrofit work for Department of Airports, Palm Beach County.

- 1) Quote does not include:
  - a. Materials
  - b. Construction road(s)
  - c. Painting
- 2) Airport to supply:
  - a. Staging area for materials close to work site
  - b. Runway Closure Markers (RCMs)
  - c. Barricades
  - d. Security requirements

**DESCRIPTION OF SERVICE** 

- e. Escorts
- 3) Work to be completed M-Sat Night time hours, Min 8 hr work shift

| SCOPE OF WORK 2021 - 2310 EMASMAX blocks (55 rows) |                              | UNIT PRICE       | EXTENDED PRICE |
|--|------------------------------|------------------|----------------|
| 1)   | Mob/De-Mod                   | \$108,160.00     |                |
| 2)   | Remove existing tape         | 3 1102 210 11 11 |                |
| 3)   | Remove existing side coating |                  |                |
| 4)   | Remove vents                 |                  |                |
| 5)   | Clean and scrape joints      |                  |                |
| 6)   | Install backer rod           |                  |                |
| 7)   | Install in-gan               |                  |                |

PRICE

| *************************************** | TOTAL   |             | \$199,927.45 |
|---|---|-------------|--------------|
|   | Contract bonds – Payment and performance 100% of contract value | \$2996.25   |              |
| 1)                                      | 5% mark up on Runway Safe onsite support                        | \$4,227.20  |              |
| 1)                                      | Runway Safe onsite support                                      | \$84,544.00 |              |
|   | Mop / clean area  |             |              |
|   | Dumpster(s) Disposal fee(s)                                     |             |              |
|   | Light plants (night work)                                       |             |              |
| 9)                                      | Cut in new vents  |             |              |
| 8)                                      | Install new side coating  |             |              |

Sincerely,

Jamin Boland

jbcauseican@aol.com

607-343-2639