



**Purchasing Department**

50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199  
(561) 616-6800  
FAX: (561) 242-6744  
[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)



**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity,  
Affirmative Action Employer"



November 17, 2020

Form L

ERMC Aviation LLC  
Danny Pena  
6020 Shallowford Rd. Ste. 108  
Chattanooga, TN 37421-7226

TERM CONTRACT #**16071D**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT based on:

[ X ] RENEWAL OF CONTRACT based on SOLICITATION #16-071/LC in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 12/06/2020 through 12/05/2021, and has an estimated dollar value of \$1,225,205.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Carlos A. Ramos, Buyer at [caramos@pbcgov.org](mailto:caramos@pbcgov.org) or (561) 616-6814.

Sincerely,

Kristen A. Monnett  
Acting Director

c: Uriah McCalla/Airport  
File



**Purchasing Department**

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

(561) 616-6800

FAX: (561) 616-6811

[www.pbcgov.com/purchasing](http://www.pbcgov.com/purchasing)



**Palm Beach County  
Board of County  
Commissioners**

Paulette Burdick, Mayor

Melissa McKinlay, Vice Mayor

Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

Official Electronic Letterhead

December 6, 2016

Form L

ERMC IV, L.P.  
DANNY PENA, VP OF OPERATIONS  
6148 LEE HIGHWAY, #300  
CHATTANOOGA, TN 37421

TERM CONTRACT #16071

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS based on:

[X] SOLICITATION #16-071/LC

The term of this contract is 12/06/16 through 12/05/17, and has an estimated dollar value of \$720,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Laura Cates, Senior Buyer at [LCates@pbcgov.org](mailto:LCates@pbcgov.org) or (561) 616-6817.

Sincerely,

  
Kathleen M. Scarlett  
Director

c: Chuck Michael, Airports  
File

**BID RESPONSE****BID #16-071/LC****MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	FACTORED RATE
1.	ROUTINE SERVICES PASSENGER BOARDING BRIDGES PER MONTH, AS SPECIFIED HEREIN	MO	<u>\$39,547.76</u>	X .40	<u>\$15,819.11</u>
2.	ROUTINE SERVICES CABIN AIR PER MONTH, AS SPECIFIED HEREIN	MO	<u>\$14,500.85</u>	X. 30	<u>\$4,350.25</u>
3.	ROUTINE SERVICES 400HZ & 28V GROUND POWER AS SPECIFIED HEREIN	MO	<u>\$11,864.33</u>	X. 05	<u>\$593.22</u>
4.	HOURLY RATE FOR PASSENGER BOARDING BRIDGE TECHNICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	<u>\$39.97</u>	X .05	<u>\$2.00</u>
5.	HOURLY RATE FOR RAMP SERVICE TECHNICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	<u>\$27.58</u>	X. 05	<u>\$1.38</u>
6.	HOURLY RATE FOR COMMERCIAL ELECTRICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	<u>\$47.63</u>	X .05	<u>\$2.38</u>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued.....

FIRM NAME: ERMC IV, L.P.

**BID RESPONSE****BID #16-071/LC****MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT**

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	FACTORED RATE
7.	HOURLY RATE FOR HVAC TECHNICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	<u>\$33.92</u>	X .05	<u>\$1.70</u>
8.	HOURLY RATE FOR PLUMBER OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	<u>\$33.92</u>	X .05	<u>\$1.70</u>
<b>TOTAL FACTORED RATE FOR ITEMS 1 – 8</b>					<b><u>\$20,771.73</u></b>

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Non-Discrimination Policy Form is included as specified herein?  
Acknowledge Site Inspection was made, per Term and Condition #9?  
Acknowledge Qualification of Bidders information is included, per Term and C  
Acknowledge Criminal History Records Check requirement, per Term & Cond  
Acknowledge Materials/Parts are to be supplied at bidder's cost plus establish  
Condition #15?

Acknowledge Insurance requirements, per Term and Condition #22?

**\$20,771.74**

YES/INITIAL 

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

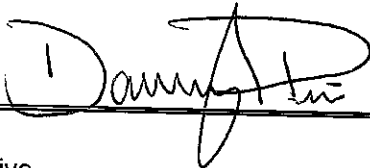
By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: **ERMC IV, L.P.**

DATE: 10-10-2016

\* **SIGNATURE:**



PRINT NAME: Danny Pena  
PRINT TITLE: Vice President of Operations

ADDRESS: 5913 Eden Drive

CITY / STATE: Haltom City

ZIP CODE: 76117

TELEPHONE # ( 817 ) 834-0244

E-MAIL: dpena@ermc2.com

TOLL FREE # ( )

FAX #: ( 817 ) 834-0254

APPLICABLE LICENSE(S) NUMBER # CGC1519621 TYPE: Certified General Contractor

FEDERAL ID # 62-1828882

## QUALIFICATIONS OF BIDDERS REFERENCES FOR SOLICITATION #16-071/LC

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

<b>REFERENCE NAME:</b>	Palm Beach International Airport Maintenance of Airport Facilities and Systems		
<b>ADDRESS:</b>	Palm Beach County Department of Aviation, Building D., Palm Beach, FL, 33406		
<b>CONTACT NAME:</b>	Chuck Kenfield		
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> 561-471-7472	<b>CELL PHONE:</b>	
	<b>FAX:</b> 561-471-7469	<b>EMAIL:</b> ckenfield@pbia.org	
<b>SCOPE OF WORK:</b>	Maintain following equipment: 25 passenger boarding bridges, 25 packaged conditioned air units (INET), 25 400hz GPU's, 28 VDC Service Cabinets POTW, Bag Chutes, Central Room, Centrifugal Chillers/Cooling Towers, Tracer Summit Controls, EG/W Tanks, Chiller Ice Storage Systems, Bag Lift Systems, Triturator		
<b>CONTRACT DATES:</b>	Start 09-01-2011 extended through 12-31-2016		

<b>REFERENCE NAME:</b>	Northwest Florida Beaches International Airport - Airport Gate Services and Conveyor System Operation and Maintenance Program		
<b>ADDRESS:</b>	6300 West Bay Parkway, Panama City, FL, 32409		
<b>CONTACT NAME:</b>	Richard A. McConnell, A.A.E.		
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> 850-636-8950	<b>CELL PHONE:</b>	
	<b>FAX:</b> 850-785-5674	<b>EMAIL:</b> rmccconnell@pcairport.com	
<b>SCOPE OF WORK:</b>	Operation and maintenance of EDS Inline baggage screening system and ground support equipment - Inbound and outbound Baggage Handling System, 5 Passenger Boarding Bridges, 3 Preconditioned Air Units and 5- 400Hz Hobart Ground Power Units.		
<b>CONTRACT DATES:</b>	November 2013 through December 2016		

<b>REFERENCE NAME:</b>	Southwest Airlines, Inc. - Dallas Love Field - Airport Operation and Maintenance of the Baggage Handling System and Passenger Boarding Bridges and Ground Support Equipment		
<b>ADDRESS:</b>	2702 Love Field Drive, Dallas, TX, 75235		
<b>CONTACT NAME:</b>	Kevin Patten		
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b>	<b>CELL PHONE:</b> 214-454-6478	
	<b>FAX:</b>	<b>EMAIL:</b> kevin.patten@wnco.com	
<b>SCOPE OF WORK:</b>	Operate and Maintain 2300 linear feet of conveyor, plus 20 passenger boarding bridges, gpu's and potable water cabinets		
<b>CONTRACT DATES:</b>	Provider since 2009, with renewals contracted through 2017		

# CERTIFICATION OF BUSINESS LOCATION

## BID #16-071/LC

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote 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 bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder 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 bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a:

☒

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

☒

Headquarters located in Palm Beach County  
Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

\_\_\_\_\_  
\_\_\_\_\_

Headquarters located in the Glades  
Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

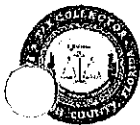
THIS CERTIFICATION is submitted by Danny Pena, as  
(Name of Individual)

Vice President of Operations, of ERMC IV, L.P.  
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

  
(Signature)

10-10-2016  
(Date)



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County

Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353  
www.pbctax.com Tel: (561) 355-2264

**\*\*LOCATED AT\*\***

DEPT OF AIRPORT BLDG G  
WEST PALM BEACH, FL 33406-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0017 BOOKKEEPING SERVICES	ERMC IV LP		B15.670039 - 08/31/15	\$33.00	B40160969

This document is valid only when receipted by the Tax Collector's Office.

ERMC IV LP  
ERMC IV LP  
6148 LEE HWY STE 300  
CHATTANOOGA, TN 37421-2941



B1 - 1666

STATE OF FLORIDA  
PALM BEACH COUNTY  
2015/2016 LOCAL BUSINESS TAX RECEIPT

**LBTR Number: 201037252**  
**EXPIRES: SEPTEMBER 30, 2016**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

**DRUG-FREE WORKPLACE CERTIFICATION**  
**BID #16-071/LC**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/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 pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/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 bids.

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

Whenever two (2) or more bids/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 bid/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:

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.

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.

Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

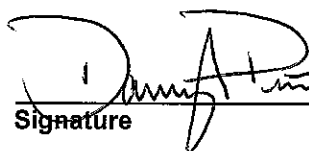
In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, 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.

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.

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 Danny Pena the  
 (Individual's Name)  
Vice President of Operations of ERMC IV, L.P.  
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

  
 Signature

10-10-2016  
 Date



**NON-DISCRIMINATION POLICY**  
**BID #16-071/LC**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All bidders doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a bidder does not have a written non-discrimination policy, such bidder shall be required to check the applicable statement and sign below affirming that their non-discrimination policy is in conformance with Palm Beach County's policy.

Check one:

☐ Bidder hereby acknowledges that it **does not** have a written non-discrimination policy; however Bidder hereby **affirms by signing below** that its non-discrimination policy is in conformance with the above.

**OR**

☒ Bidder hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

**NOTE:**

Bidder's failure to comply with the above requirements will render bidder non-responsive.

Bidder shall notify Palm Beach County in the event it no longer maintains a non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

**BIDDER:**

ERMC IV, L.P.

Company Name



Danny Pena

Name (type or print)

Vice President of Operations

Title

# Introduction

This Manual contains information about most of the employment policies and practices of ERM (also referred to herein as the "Company"). Not all ERM policies and procedures are described in this manual; some sites have additional policies and procedures

This is a summary. You are encouraged to read this manual and all other policies and procedures. Please ask your Supervisor or Human Resources if you have any questions or do not understand any portion.

## At Will Employment

*As you read and use this manual, remember that it is a guide and should not be interpreted as an employment offer, contract of employment, or as a promise of continued employment. Employment with ERM is "AT-WILL", meaning employment is not for a fixed time period. Employment can be terminated by either party, at any time, with or without notice. Employees may be terminated for reasons contained in this Manual, not contained in the Manual, or for no reason at all.*

*No Supervisor has any authority to enter into a contract of employment--express or implied--that changes or alters the at-will employment relationship. Only the CEO of ERM has the authority to enter into an employment agreement that alters the at-will employment relationship and any such agreement must be in writing.*

ERM reserves the right to review, add, revise, or delete its policies, procedures, and benefits when and as it deems necessary. We communicate changes as they occur, but such changes are and will remain at the discretion of the company. Changes to this manual may be made in such manner as is determined by the Company. Additionally, in the event a disagreement should arise regarding the interpretation of the Company's policies and procedures, the interpretation made by the Company shall be considered controlling. Further, the Company reserves the sole right to deviate from the policies set forth in this Manual as it shall deem fit.

This Employment Policy Manual supersedes and replaces any prior Employment Policy and Procedure Manual issued by the Company, and any amendments to same.

This manual is the property of ERM and may not be removed from the premises. All rights are reserved. No part of this manual may be reproduced in any form or by any electronic or mechanical means, including information storage and retrieval systems, without permission in writing from the President and CEO of the Company, or his designee. This document shall be considered intellectual property belonging to the Company, and shall not be disseminated in any manner not approved in writing by the Company, including but not limited to any electronic or other transmission.

## Equal Employment Opportunity

ERM is an equal employment opportunity employer and strives to comply with all applicable laws prohibiting illegal discrimination in all areas of employment for all employees and applicants.

No unlawful discrimination is permitted due to a person's race, color, religion, sex, age, national origin or

ancestry, physical or mental disability unrelated to the ability to perform the essential functions of the job, protected veteran status, or any other basis protected by law. All persons involved in the operations of the Company are required to follow this prohibition, including vendors and sub-contractors, their agents and employees.

### **Disabilities**

In accordance with applicable federal and state law protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate those individuals unless doing so would create an undue hardship on the Company. Any qualified applicant or employee with a disability who requires an accommodation in order to interview for a position or to perform the essential functions of the job should contact Human Resources and request the accommodation. Once you notify Human Resources, an HR Representative will enter into an interactive dialogue with you to discuss the accommodation. However, the Company reserves the right to decide what form of accommodation it can provide.

### **Genetic Information and Family Medical History**

It is the policy of ERMCo to respect all employees' privacy in their genetic information, and it is the further policy of the Company that employees will not be discriminated against on the basis of their genetic information. The Company prohibits discrimination, harassment, or retaliation on the basis of genetic information, and does not allow the use of genetic information when making an employment decision.

Genetic information generally includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder, or condition of an individual's family members (i.e., an individual's family medical history).

Genetic information is to be kept confidential and should not be disclosed to any unauthorized person. If you become aware of genetic information regarding a co-worker, you are not to release or reveal that information without permission of the Company.

### **Harassment**

Harassment in the workplace can create a hostile work environment, and is not acceptable. There are many forms of unlawful harassment, including but not limited to sexual harassment, and the Company does not tolerate any form of harassment by a supervisor, co-worker, or third-party.

### **Complaint Procedure**

You should report every instance of unlawful discrimination or harassment to your supervisor, the next level supervisor, or Human Resources, regardless of whether you or someone else is the subject of the discriminatory behavior. Detailed reports—including names, dates, descriptions, and actual events or statements made—will help the Company to investigate. Any documents relating to the allegations should be preserved and submitted to the Company's Human Resource Department. The Company will conduct an investigation. The Company prohibits retaliation against those who submit a claim of unlawful discrimination or harassment and for those who cooperate in the investigation. Any supervisor or employee who is found to have retaliated against these individuals will be corrective action, up to and including termination of employment.

If the investigation determines that prohibited discrimination or other conduct that violates Company policy has occurred, the Company may take corrective action, up to and including termination of employment, against those who are found to have engaged in the misconduct.

**SCHEDULE 1  
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Maintenance of Airport Facilities & Systems... PROJECT NO. OR BID NO.: 16-071/LC

NAME OF PRIME BIDDER: ERMCI IV, L.P.

ADDRESS: 6148 Lee Hwy Suite 300, Chattanooga, TN 37421

CONTACT PERSON: Danny Pena

PHONE NO.: 817-834-0244

FAX NO.: 817-834-0254

BID OPENING DATE: 10-13-2016

USER DEPARTMENT: Purchasing

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
A & Associates, Inc. Phone: 531-533-5303 951 Sanbury's Way, West Palm Beach, FL 33411	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>				
1.	<input type="checkbox"/>	<input type="checkbox"/>					
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					
(Please use additional sheets if necessary)							
Total			\$148,417.95				

Total Bid Price \$ 148,417.95 annually

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work

18.76%

I hereby certify that the above information is accurate to the best of my knowledge:

Signature

Title

Vice President of Operations

Note: 1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.

2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.

3. M/WBE information is being collected for tracking purposes only.

Revised 9/7/2011

**OSBA SCHEDULE 2**  
**LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

**This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.**

PROJECT NUMBER: 16-071/LC PROJECT NAME: Maintenance of Airport Facilities and Systems

TO: ERMIC IV, L.P.

(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise ☒ Minority Business Enterprise ☒

Black ☒ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: January 20th, 2015

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

[illegible]

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

**If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.**

Price or Percentage \_\_\_\_\_ / \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

A &amp; Associates, Inc.

(Print name of SBE/M/WBE Subcontractor)

By:

MS. EVELYN LOONEY, VICE PRESIDENT

(Print name/title of person executing on behalf  
of SBE/M/WBE Subcontractor

Date: 10-10-2016



January 20, 2015

Mr. Andrew Luchey  
A & Associates, Inc.  
8144 Okeechobee Boulevard  
West Palm Beach, FL 33411

**Office of  
Small Business Assistance**

50 South Military Trail, Suite 202  
West Palm Beach, FL 33415  
(561) 616-6840  
Fax: (561) 616-6850  
www.pbcgov.com/osba

**Palm Beach County  
Board of County  
Commissioners**

Shelley Vana, Mayor  
Mary Lou Berger, Vice Mayor

Hal R. Valeche  
Paulette Burdick  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

**County Administrator**

Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"



printed on recycled paper

Dear Mr. Luchey:

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for recertification and is pleased to announce that your firm has been certified for:

**99046 - Guard and Security Services**  
**96130-23 - Employment Agency Services for the hiring of Temporary Personnel**  
**92480 - Tutoring**  
**99050 - Vocational Training, All Types (Including Vocational Rehabilitation and Technical Education), as a Small/Minority-Owned Business Enterprise (S/MBE) for three (3) years, expiring **January 19, 2018**.** You will not receive SBE consideration if you bid in another area. Please keep track of your expiration date. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This recertification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to modify your certification.

Your company's recertification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA.



Failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of: A & Associates, Inc., with vendor code: VC0000134473.

Sincerely,

A handwritten signature in black ink, appearing to read "Angie Whitaker", is written over the typed name.

Angie Whitaker  
Small Business Development Specialist II  
Office of Small Business Assistance

**Palm Beach County**  
**Office of Small Business Assistance**

Certifies That

**A & Associates, Inc.**

VENDOR # VC0000134473

*is a Small/Minority-Owned Business Enterprise (S/MBE) as prescribed by  
section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from  
January 20, 2015 to January 19, 2018*

**Guard and Security Services**  
**Employment Agency Services for the Hiring of Temporary Personnel**  
**Tutoring**  
**Vocational Training, All Types (Including Vocational Rehabilitation and**  
**Technical Education)**



Palm Beach County Board of County Commissioners

Shelley Vana, Mayor  
Mary Lou Berger, Vice Mayor  
Hal R. Valeche  
Paulene Burdick  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

County Administrator

Robert Weisman  
Deputy County Administrator  
Verdenia C. Baker

*Allen Gray*  
**Allen Gray, Manager**

01/20/2015



## 3. Qualifications – Corporate Resume

Since 1973, Emerson Russell owned companies have provided maintenance services for a variety of industries and has grown to a family of thriving businesses with over 5,000 employees in 43 states.

In 1998, ERMIC expanded to include operation and maintenance of Baggage Handling Systems (BHS), Passenger Boarding Bridges (PBB), Ground Support Equipment (GSE), and facilities maintenance of Mechanical, Electrical, Plumbing, and Structural (MEPS) systems for airlines and airports. With increased interest in these services ERMIC IV, LP was formed in July of 2000



to focus solely on becoming the service provider of choice for operation and maintenance of airport and airline equipment and facilities. ERMIC IV has grown in that time to become a leader in the industry, providing quality technicians with an experienced executive team to bring our services to over 40 airports across the country. One of ERMIC's first clients was the Palm Beach International Airport. Danny Pena, our current Vice President of Operations, started with our company at Palm Beach International Airport. For 16 years, we have continued to provide excellent

service to the Airport, and we have also watched our company grow to what it is today, and develop a Vice President in Danny Pena, who has the respect of the industry and will lead the way in insuring Palm Beach International Airport receives the service it deserves.

### 3.1 Experience and Qualifications

Maintenance of baggage handling systems, passenger boarding bridge, related ground support equipment and terminal facility maintenance is the core business of ERMIC IV, LP. Operation and Maintenance is the reason our business was formed and meeting our customers' needs by maintaining equipment and systems to the highest standards possible is our premier focus. Having this singular purpose allows us to expend our resources effectively in assuring our clients receive unparalleled value, expertise, customer service and quality in operations and maintenance of their equipment.

### 3.2 Independent Provider

When our clients select an O&M provider for the baggage handling system and passenger boarding bridges it is important the service provider perform services that are in the best interest of the client.

Manufacturers are put in extremely difficult situations when they provide equipment and are given the responsibility of the operation and maintenance of same equipment during the warranty period. It is a difficult task for the manufacturers to perform as the operation and maintenance provider with the Airport Authority's best interest in mind, and at the same time to deal with warranty issues found during the warranty period because of potentially significant cost implications to the same manufacturer as the equipment provider.

ERMIC is an independent service provider and has no affiliations with any Baggage Handling System manufacturer or Passenger Boarding Bridge manufacturer. We are able to provide

completely unbiased, customer focused services on all manufacturers of BHS and Passenger Boarding Bridge systems and equipment.

### 3.3 Privately Held / Debt Free Company

Being privately held and debt free gives our clients added assurance that in addition to having the expertise and experience, their operation and maintenance service provider also has all the resources required to perform according to contract.

### 3.4 Experience

ERMC IV, LP has 16 years of experience in the operation and maintenance of airport and airline Passenger Boarding Bridges, Baggage Handling Systems and Facilities. ERMC has provided services at the following types of facilities and or equipment:

- Passenger Boarding Bridges
- Ground Support Equipment
- Baggage Handling Systems
- Aircraft Systems
- Airport Terminals
- Bulk Material Transport Conveyor Systems

### 3.5 Current Locations/Services

Currently, ERMC is engaged in facility maintenance, BHS system operation, maintenance and repairs, ramp services and special projects for Class A clients at the following locations:

- DFW Airport (Terminal B Facilities Maintenance, Mechanical, Electrical, Plumbing, Systems (MEPS))
- DFW Airport (Skylink Facilities Maintenance at Terminals A & C)
- DFW Airport (Non-Public Facilities Maintenance (MEPS))
- DFW Airport (Ground Support Equipment Maintenance and Fueling)
- West Palm Beach Airport - Maintenance of Airport Equipment
- Northwest Florida Beaches International Airport - O&M EDS Inline Baggage System
- DFW Airport (Terminal B Baggage Handling System O&M)
- DFW Airport (Ground Support Equipment Maintenance & Refueling)
- Southwest Airlines - San Francisco, CA - O&M EDS Inline Baggage System
- Southwest Airlines - Houston Hobby - O&M EDS Inline Baggage System
- Southwest Airlines - Dallas Love Field - O&M EDS Inline Baggage System
- Southwest Airlines - Baltimore Washington International - O&M EDS Inline Baggage System
- Southwest Airlines - Multi- City Maintenance Contract

### 3.6 Completed Projects

ERMC has completed the following projects at the following locations:

- Delta Airlines, DFW Airport, total facility maintenance for Terminal E, Terminal E Satellite and Delta's 5E Complex which is made up of Cabin Services, GSE, Reservations, Mail Sort and Air Logistics from 1998 to 2005 for \$2.5M yearly
- DFW International Airport MEPS Contract Terminal D \$4 million annually
- DFW International Airport MEPS Contract Terminal B \$3.5 million annually
- Delta Hangar at Cincinnati from 1998 to 2005 for \$600,000 yearly
- Delta Hangar and Reservations at Salt Lake City from 1998 to 2005 for \$1.1M
- Delta Terminal and Hangar at San Francisco from 1998 to 2005 for \$750,000 yearly
- Continental Airlines System Integrated In-bound System at Orlando, FL in 2006 for \$175,000
- Continental Airlines EDS System Integrated In-line System at Dallas Love Field in 2006 for \$145,000
- Southwest Airlines EDS In-line System at Dallas Love Field in 2006 for \$200,000
- DFW Airport Skylink Stations total facility maintenance for Stations in Terminal A, B, C, E, Maintenance Storage Facility, F-North and F-South from May 1, 2004 to January 31, 2006 for \$3.4M
- DFW Airport Skylink Stations janitorial services for Stations in Terminal A, B, C and E from May 1, 2004 to January 31, 2006 for \$1.3M
- DFW Airport Airfield Lighting, Phase I, fiscal year 2006, Runway Signage Replacement, \$1.2M

### 3.7 Passenger Boarding Bridges

Maintain, repair, install and / or replace the following equipment as part of Passenger Boarding Bridge Services:

- Passenger Boarding Bridges
- Maintain Ground Power Units
- Maintain Preconditioned Air Units
- Maintain Potable Water Cabinets
- Maintain Hose Trolleys
- Maintain Baggage Lifts
- Maintain Baggage Slides
- Architectural, Structural and Mechanical Repairs
- Preventive Maintenance per Manufacturers Recommendations

### 3.8 PBB Locations

Current Passenger Boarding Bridge maintenance contract locations:

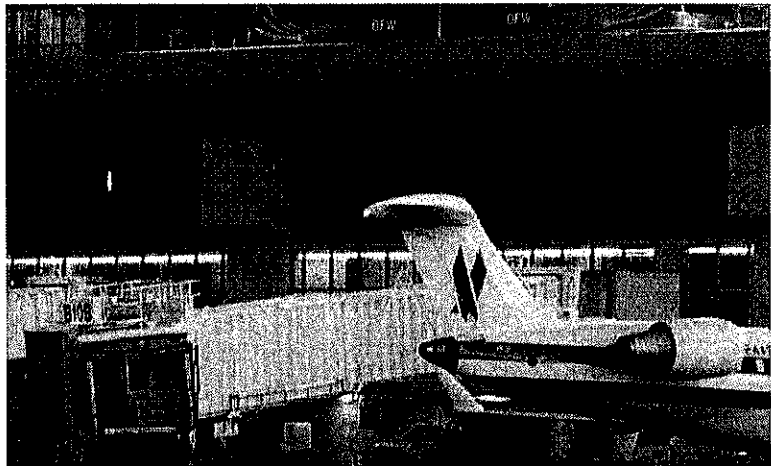
- Palm Beach International Airport – Palm Beach County
- Dallas Fort Worth International Airport – Terminal B
- Northwest Florida Beaches International Airport
- Dallas Love Field – Southwest Airlines
- San Francisco International Airport – Southwest Airlines
- Baltimore Washington International Airport – Southwest Airlines
- Portland International Airport – Southwest Airlines
- San Antonio International Airport – Southwest Airlines
- El Paso International Airport – Southwest Airlines
- Tulsa International Airport – Southwest Airlines
- Amarillo International Airport – Southwest Airlines
- Lubbock International Airport – Southwest Airlines
- Little Rock National Airport – Southwest Airlines
- Valley International Airport – Southwest Airlines
- Memphis International Airport – Southwest Airlines
- Cleveland International Airport – Southwest Airlines
- Nashville International Airport – Southwest Airlines
- Midland International Airport – Southwest Airlines
- Philadelphia International Airport – Southwest Airlines

### 3.9 Maintenance Contracts

Current Staffed Maintenance Locations / Contracts

- Palm Beach International Airport – Maintenance of Airport Facilities (BHS & Ramp)
- DFW Airport – Terminal B MEPS(MEPS Ramp)
- DFW Airport – Non-Public Facilities MEPS
- DFW Airport – Skylink Facilities Maintenance Terminals A & C
- Southwest Airlines – San Francisco, CA - O&M EDS Inline Baggage System
- Southwest Airlines – Baltimore, MD - O&M EDS Inline Baggage System
- Southwest Airlines – Dallas Love Field - O&M EDS Inline Baggage System
- Southwest Airlines – Houston Hobby - O&M EDS Inline Baggage System
- Southwest Airlines – 32 City FES Maintenance Contract

### 3.10 Additional Reference Sites

**Name and Project:****DFW International Airport****Ground Support Equipment and Fueling**

P.O. Box 619428

DFW Airport, TX 75261

Contact: Mark Weaver

Phone: (972) 973-5003

Email: mweaver@dfwairport.com

**Size and Scope of Project:**

Maintain, track and fuel over 50 different pieces of Ground Support Equipment utilized to support Hardstand operations at the Airport. Units include Ground Power Units (TLD, Jetace, Tronair, and others), PCA's (TLD and others), Mobile Jet Bridges (Aviramp), Tugs, Golf Carts, Potable Water Carts and other equipment.

**Contract Date:**

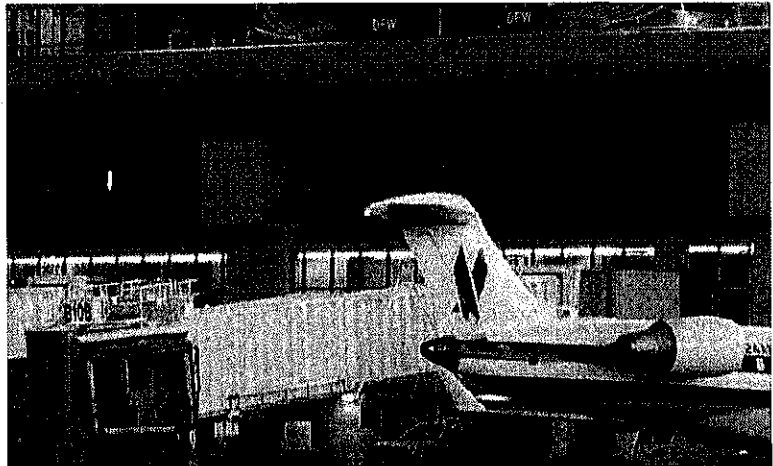
September, 2013

**Contract Status:**

1 Year Contract with 2/1 Year Options

**Contract Type:**

Onsite Operation, Maintenance &amp; Repair

**Name and Project:****DFW International Airport****Terminal B Facility Maintenance Services (MEPS PBB)**

P.O. Box 619428

DFW Airport, TX 75261

Contact: Judy Kane

Phone: (972) 973-6173

Email: [jkane@dfwairport.com](mailto:jkane@dfwairport.com)**Size and Scope of Project:**

Maintain approximately 785,000 square feet of airport terminal and adjacent ramp areas. Scope includes operation and maintenance of all building systems including but not limited to the following major equipment or systems: 38 Passenger Loading Bridges, 33 Ground Power Units, 33 Packaged Air Units, 38 Potable Water Cabinets, , Chilled & Heated Water Distribution, Cooling Towers, Air Handling Units, VAV's, Electrical Service, & Distribution Systems, Electrical Fixtures & Devices. Plumbing Service & Distribution Systems, Plumbing Fixtures.

**Contract Date:**

March, 2014

**Contract Status:**

3 Year Contract with 2/1 Year Options

**Contract Type:**

Onsite Operation, Maintenance &amp; Repair

**PBB Manufacturer:**

JBT Corporation &amp; ThyssenKrupp

**Name and Project:****DFW International Airport****Non-Public Facilities Mechanical Electrical  
Plumbing Systems (MEPS) maintenance Contract**

P.O. Box 619428

DFW Airport, TX 75261

Contact: Rene Palacios

Phone: (972) 973-6213

Email: rpalacios@dfwairport.com

**Size and Scope of Project:**

Maintain approximately 690,000 square feet of airport non-public facilities and structures. Scope includes operation and maintenance of all building systems including but not limited to the following major equipment or systems: Chilled & Heated Water Distribution, Cooling Towers, Air Handling Units, VAV's, Electrical Service, & Distribution Systems, Electrical Fixtures & Devices. Plumbing Service & Distribution Systems, Plumbing Fixtures.

**Contract Date:**

September, 2015

**Contract Status:**

5 Year Contract

**Contract Type:**

Onsite Operation, Maintenance &amp; Repair

**Name and Project:****DFW International Airport****Skylink Facility Maintenance at Terminals A & C**

P.O. Box 619428

DFW Airport, TX 75261

Contact: Amiel R. Weathers

Phone: (972) 973-6632

Email: aweathers@dfwairport.com

**Size and Scope of Project:**

Maintain approximately 270,000 square feet of airport Skylink Facilities Located at Terminals A & C. Scope includes operation and maintenance of all building systems including but not limited to the following major equipment or systems: Chilled & Heated Water Distribution, Cooling Towers, Air Handling Units, VAV's, Electrical Service, & Distribution Systems, Electrical Fixtures & Devices. Plumbing Service & Distribution Systems, Plumbing Fixtures.

**Contract Date:**

March, 2016

**Contract Status:**

3 Year Contract with 2/1 Year Options

**Contract Type:**

Onsite Operation, Maintenance &amp; Repair



**Name and Project:****Southwest Airlines, Inc. - Houston Hobby Airport  
O&M of Inline EDS / CBIS BHS**

P.O. Box 36611 DAL3FS

2702 Love Field Drive

Dallas, TX 75235

Contact: Kevin Patten

Phone: (214) 454-6478

Email: kevin.patten@wnco.com

**Size and Scope of Project:**

Operation and maintenance of EDS Inline baggage screening system including but not limited to the following major equipment:

2400plus linear feet of transport belt conveyor, power turn conveyors, merge conveyors, queue conveyors, make up units, claim units, sort conveyors, diverter conveyors, Three L3 EDS machines, baggage measuring array (Sick), automatic tag reader laser array (Sick), programmable logic control system, etc.

**Contract Date:**

Provider since November 2006

**Contract Status:**

5 year contract extension

**Contract Type:**

Operation &amp; Maintenance

**Baggage Throughput:**

49,000 Weekly

**BHS Manufacturer:**

Vanderlande



## Name and Project:

**Southwest Airlines, Inc. - Baltimore Washington International Airport Operation & Maintenance of BHS and Passenger Boarding Bridges**

P.O. Box 36611 DAL3FS

2702 Love Field Drive

Dallas, TX 75235

Contact: David Rolfe

Phone: (410) 504-4941

Email: david.rolfe@wnco.com

## Size and Scope of Project:

Operation and maintenance of EDS Inline baggage screening system and ground support equipment including but not limited to the following major equipment: 5000 plus linear feet of transport belt conveyor, power turn conveyors, merge conveyors, queue conveyors, make up units, claim units, sort conveyors, diverter conveyors, Six L3 EDS machines, baggage measuring array (Sick), automatic tag reader laser array (Sick), programmable logic control system, 28 each customer owned PBB's, PCA's, PWC's and GPU's.

## Contract Date:

Provider since February 2009

## Contract Status:

5 Year renewal in February 2012

## Contract Type:

Onsite Operation, Maintenance &amp; Repair

## PBB Manufacturer::

JBT Corporation

**Name and Project:**

**Southwest Airlines, Inc. - San Francisco  
International Airport Operation and Maintenance  
of BHS and Passenger Boarding Bridges.**

P.O. Box 36611 DAL3FS

2702 Love Field Drive

Dallas, TX 75235

Contact: Rick Weaver

Phone: (702)261-6363

Email: rick.weaver@wnco.com

**Size and Scope of Project:**

Operation and maintenance of EDS Inline baggage screening system and ground support equipment including but not limited to the following major equipment: 2300 plus linear feet of transport belt conveyor, power turn conveyors, merge conveyors, queue conveyors, make up units, claim units, sort conveyors, diverter conveyors, Three L3 EDS machines, baggage measuring array (Sick), automatic tag reader laser array (Sick), programmable logic control system, 6 each customer owned Passenger Boarding Bridges, packaged conditions air systems, potable water cabinets and ground power units.

**Contract Date:**

Provider since February 2008

**Contract Status:**

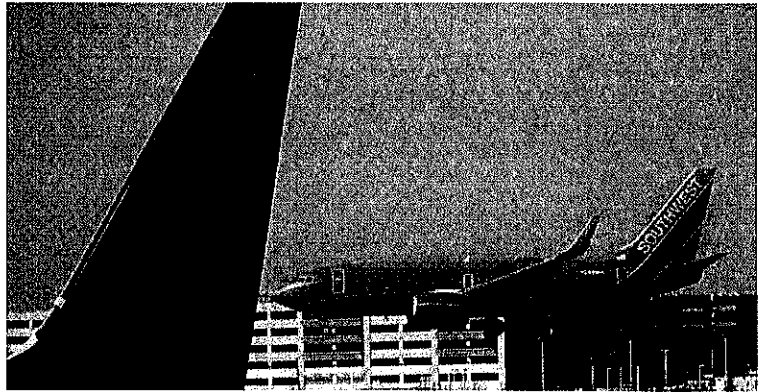
3 Year contract extension 2016

**Contract Type:**

Onsite Operation, Maintenance & Repair

**PBB Manufacturer:**

JBT Corporation

**Name and Project:****Southwest Airlines**

P.O. Box 36611 DAL3FS

2702 Love Field Drive

Dallas, TX 75235

Contact: Tim Hooyman

Phone: (214) 454-6478

Email: timothy.Hooyman@wnco.com

**Size and Scope of Project:**

Maintenance and repair of all customer owned ground support equipment including Passenger Boarding Bridges, Ground Power Units, Preconditioned Air Systems, Potable Water Cabinets, Baggage Lifts, Hose Management Systems, etc.

**Locations:**

Portland International Airport	2 Bridges
San Antonio International Airport	6 Bridges
El Paso International Airport	5 Bridges
Tulsa International Airport	3 Bridges
Amarillo International Airport	2 Bridges
Valley International Airport	2 Bridges
Memphis International Airport	1 Bridge
Cleveland International Airport	4 Bridges
Nashville International Airport	10 Bridges
Philadelphia International Airport	12 Bridges
More Cities in separate attachment...	

**Contract Date:**

Provider since February 2007

**Contract Status:**

3 Year renewal in February 2012

**Contract Type:**

Operation &amp; Maintenance

**PBB Manufacturer:**

JBT, ThyssenKrupp, Stearns, Wollard

## 4. Certifications

ERMC is a Certified General Contractor licensed by the State of Florida. ERMC is also a Certified Electrical Contractor licensed by the State of Florida.

### 4.1 ERMC Held Licenses

General Contractors License CGC-1519621

Florida dbpr		DBPR ONLINE SERVICES	
<a href="#">Search for a Licensee</a> <a href="#">Apply for a License</a> <a href="#">View Application Status</a> <a href="#">Find Exam Information</a> <a href="#">File a Complaint</a> <a href="#">AB&amp;T Delinquent</a> <a href="#">Invoice &amp; Activity</a> <a href="#">List Search</a>			
<b>Licensee Details</b>			
<b>License Information</b>			
Name:	JOHNSON, PHILLIP E (Primary Name)		
Main Address:	ERMC IV, L.P. (DBA Name) 9360 EQUUS CIRCLE BOYNTON BEACH Florida 33472		
County:	PALM BEACH		
License Mailing:			
License Location:			
<b>License Information</b>			
License Type:	Certified General Contractor		
Rank:	Cert General		
License Number:	CGC1519621		
Status:	Current, Active		
License Date:	04/21/2011		
Expires:	08/31/2018		
<b>Special Qualifications</b>		<b>Qualification Effective</b>	
Construction Business		04/21/2011	
<b>Alternate Names</b>			
<a href="#">View Related License Information</a>			
<a href="#">View License Complaint</a>			



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783**

**(850) 487-1395**

**JOHNSON, PHILLIP E  
ERMC IV, L.P.  
9360 EQUUS CIRCLE  
BOYNTON BEACH FL 33472**

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently. Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION**

**CGC1519621 ISSUED 07/10/2016**

**CERTIFIED GENERAL CONTRACTOR  
JOHNSON, PHILLIP E  
ERMC IV, L.P.**

**IS CERTIFIED under the provisions of Ch. 489 FS.  
Expiration date : AUG 31, 2018 L1607100001481**

**DETACH HERE**

**RICK SCOTT, GOVERNOR**

**KEN LAWSON, SECRETARY**

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD**

**LICENSE NUMBER**

**CGC1519621**

**The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2018**

**JOHNSON, PHILLIP E  
ERMC IV, L.P.  
9360 EQUUS CIRCLE  
BOYNTON BEACH FL 33472**



**ISSUED: 07/10/2016**

**DISPLAY AS REQUIRED BY LAW**

**SEQ # L1607100001481**

## Electrical Contractors License EC13003853

DBPR - FIELDS, CHRISTOPHER M; Doing Business As: ERMIC IV, L.P., Certified Ele... Page 1 of 1

5:40:22 AM 6/8/2016

**Licensee Details****Licensee Information**

Name: **FIELDS, CHRISTOPHER M (Primary Name)**  
**ERMIC IV, L.P. (DBA Name)**

Main Address: **102 COLTS NECK RD**  
**FARMINGDALE New Jersey 07727**

County: **OUT OF STATE**

License Mailing:

LicenseLocation:

**License Information**

License Type: **Certified Electrical Contractor**

Rank: **Cert Electrical**

License Number: **EC13003853**

Status: **Current,Active**

Licensure Date: **05/01/2008**

Expires: **08/31/2018**

**Special Qualifications**      **Qualification Effective**

**Alternate Names****[View Related License Information](#)****[View License Complaint](#)**

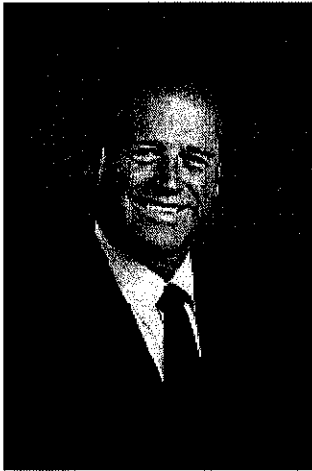
1940 North Monroe Street, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.

<https://www.myfloridalicense.com/LicenseDetail.asp?SID=&id=B248646A2BB776BF1680...> 6/8/2016

## 5. Organization



Emerson Russell, President and CEO of ERM C, began his own security company in 1973 and within two years expanded into janitorial services and facility maintenance. ERM C was founded in 1993.

In 1998, ERM C expanded to include specialized maintenance functions and services for airlines and airports. ERM C continued to focus on these specialized services and with increased interest for these services ERM C IV, LP was formed in July of 2000 to focus on services specific to the aviation industry.

ERM C IV, LP is a Limited Partnership established in the State of Tennessee in July of 2000. The partners that form ERM C IV, LP are: **Russell Security Co. IV, Inc.** (Sole General Partner), **Emerson E. Russell & CBL/MS General Partnership.**

**Russell Security Co. IV, Inc.** is a Tennessee corporation. Emerson Russell and Angela Russell collectively own 100% of the issued and outstanding stock of this corporation.

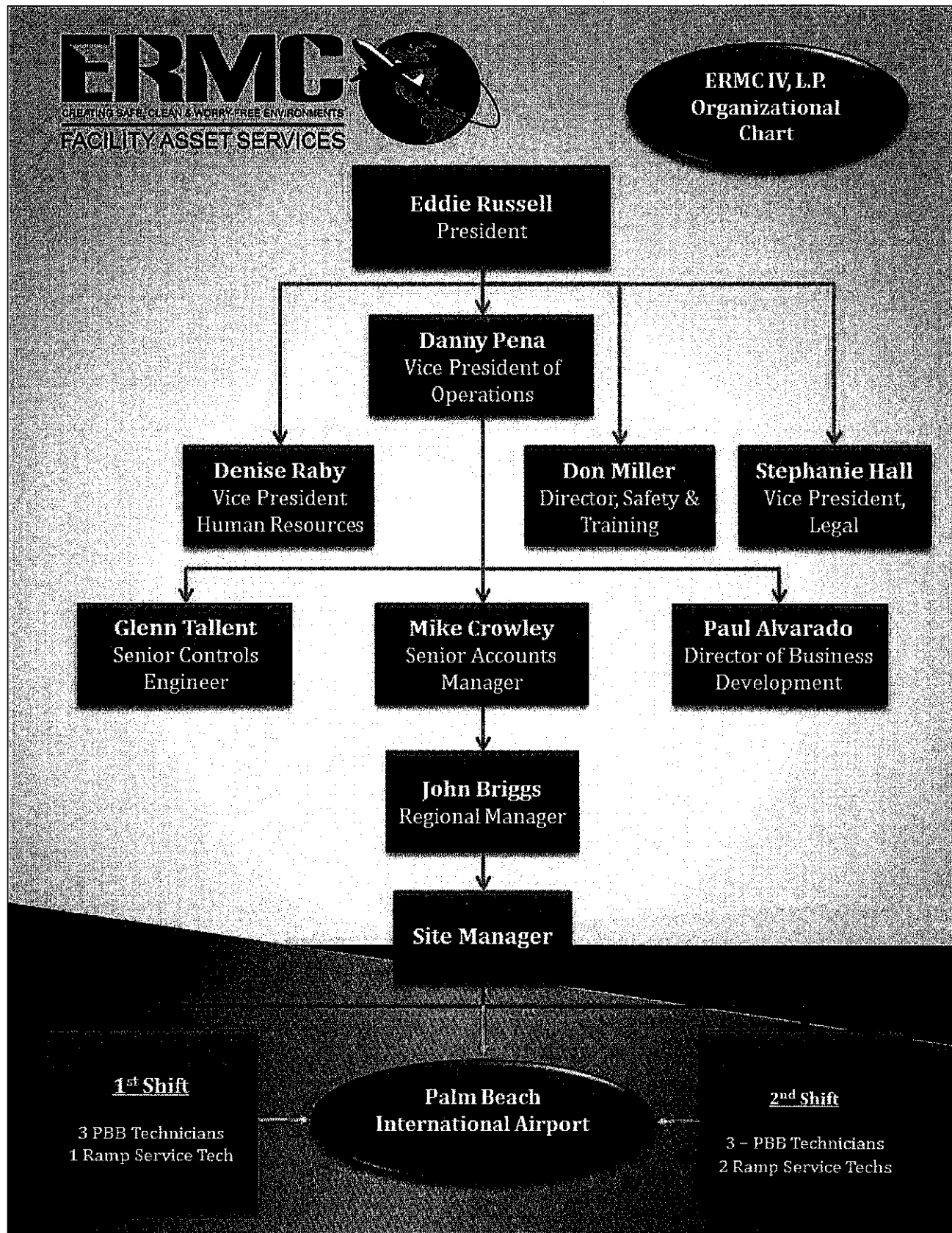
**CBL/MS General Partnership** is a Delaware general partnership. The partners in this general partnership are CBL & Associates Management, Inc. and CBL & Associates Limited Partnership. CBL & Associates Management, Inc. and CBL & Associates Limited Partnership are each indirectly owned by and are subsidiaries of CBL & Associates Properties, Inc. (a publicly traded company)

ERM C has established an organization that has successfully performed service contracts at Palm Beach International Airport and other facilities similar to the requirements of the RFB since 2000.

Please see attached organizational chart for ERM C IV, LP and the PBI location the following page.



## ERMC IV Organizational Chart



## Schedule for services at PBI



Maintenance of Airport Facilities and  
Systems Schedule



SHIFT 3							
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Contract Manager	OFF	07:00-16:00	07:00-16:00	07:00-16:00	07:00-16:00	07:00-16:00	OFF
PBB Technician	06:00-14:30	06:00-14:30	06:00-14:30	06:00-14:30	OFF	OFF	06:00-14:30
PBB Technician	06:00-14:30	06:00-14:30	OFF	OFF	06:00-14:30	06:00-14:30	06:00-14:30
PBB Technician	OFF	OFF	06:00-14:30	06:00-14:30	06:00-14:30	06:00-14:30	06:00-14:30
PBB Technician	OFF	14:00-22:30	14:00-22:30	14:00-22:30	14:00-22:30	14:00-22:30	OFF
PBB Technician	14:00-22:30	14:00-22:30	14:00-22:30	OFF	OFF	14:00-22:30	14:00-22:30
PBB Technician	14:00-22:30	OFF	OFF	14:00-22:30	14:00-22:30	14:00-22:30	14:00-22:30
Ramp Service Technician	OFF	OFF	06:30-15:00	06:30-15:00	06:30-15:00	06:30-15:00	06:30-15:00
Ramp Service Technician	06:30-15:00	06:30-15:00	14:00-22:30	14:00-22:30	06:30-15:00	OFF	OFF
Ramp Service Technician	14:00-22:30	14:00-22:30	OFF	OFF	14:00-22:30	14:00-22:30	14:00-22:30

## 6. Contract Performance

Safety, reliability, customer service and quality are the cornerstones of our philosophy. We have a long history in public service environments and deliver professionalism and quick response across the team.

The core competency of ERMIC is MANAGING systems. Our experienced managers are on site with a qualified staff anticipating potential issues and addressing them in expeditious and innovative ways to save our clients time and money through experienced management. Our managers are working managers that familiarize themselves with the requirements of the contract and take ownership of the proper fulfillment of all required duties. Their responsibility is to understand the business and the goals of the customer and to design a total program using proven methods of constant communication and experience from the entire team and to execute the methods through our staff and subcontractors. Our managers supply the knowledge, skills, leadership, expertise, communication and participation for the disciplines they manage--they lead by example! We provide a platform of excellent services at optimal cost for all clients using innovative cost cutting measures and energy management in all areas of the project.

ERMIC has studied the requirements of this response as stated in the Solicitation and in the subsequent attachments and will perform to meet and exceed the goals set forth by the Airport. This includes the full utilization of a well trained staff and the off-site support of our management and executive team as outlined in our organizational chart.

## 7. Financial Stability

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ERMC takes pride in being financially strong, and ethically sound. ERMC pays all obligations according to contract requirements including all vendors and subcontractors. ERMC maintains very little debt and is in general a debt free company. Audited financial statements are included for years 2014 and 2015

Please see support documentation of ERMC's financial health in the following pages.

**ERM II, L.P. AND AFFILIATES**

**FINANCIAL STATEMENTS**

**DECEMBER 31, 2015 AND 2014**



**HENDERSON HUTCHERSON  
& MCCULLOUGH, PLLC**

**ERM II, L.P. AND AFFILIATES****INDEX TO REPORT****DECEMBER 31, 2015 and 2014**

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	<b>PAGE</b>
INDEPENDENT AUDITOR'S REPORT	1-2
COMBINED BALANCE SHEETS	3-4
COMBINED STATEMENTS OF INCOME	5
COMBINED STATEMENTS OF CHANGES IN PARTNERS' EQUITY	6
COMBINED STATEMENTS OF CASH FLOWS	7
NOTES TO FINANCIAL STATEMENTS	8-16



**HENDERSON HUTCHERSON  
& MCCULLOUGH, PLLC**

Certified Public Accountants

## INDEPENDENT AUDITOR'S REPORT

To the Partners  
ERMC II, L.P. and Affiliates  
Chattanooga, Tennessee

### Report on the Combined Financial Statements

We have audited the accompanying combined financial statements of ERMC II, L.P. (a limited partnership) and affiliates which comprise the combined balance sheets as of December 31, 2015 and 2014, and the related combined statements of income, changes in partners' equity, and cash flows for the years then ended and the related notes to the combined financial statements.

### *Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these combined financial statements in accordance with accounting principles 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 combined financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on these combined financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the combined financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the combined financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the combined financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the combined financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the combined financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

1200 MARKET STREET | CHATTANOOGA, TN 37402 | T 423.756.7771 | F 423.265.8125 | WWW.HHMCPPAS.COM

AN INDEPENDENT MEMBER OF THE BDO SEIDMAN ALLIANCE

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*Opinion*

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of ERMCI, L.P. and affiliates as of December 31, 2015 and 2014, and the results of their operations and their cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Chattanooga, Tennessee  
April 1, 2016

Henderson Hutcherson  
& McCullough, PLLC



**ERMC II, L.P. AND AFFILIATES****COMBINED BALANCE SHEETS**

DECEMBER 31, 2015 AND 2014

<b>ASSETS</b>		
	<b>2015</b>	<b>2014</b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 2,949,640	\$ 5,059,084
Accounts receivable (less allowance for uncollectible accounts of \$438,763 and \$447,451, respectively)	5,387,181	4,358,310
Due from related parties, current	4,698,793	2,330,286
Supplies inventory	217,173	280,675
Prepaid expenses	1,294,252	615,998
Total current assets	<u>14,547,039</u>	<u>12,644,353</u>
<b>PROPERTY AND EQUIPMENT</b>	10,855,692	12,433,835
Accumulated depreciation	<u>(9,381,222)</u>	<u>(10,010,954)</u>
Cost less accumulated depreciation	<u>1,474,470</u>	<u>2,422,881</u>
<b>OTHER ASSETS</b>		
Restricted cash	1,123,637	-
Due from related parties, noncurrent	444,644	8,756,165
Goodwill	265,009	265,009
Deposits	612,104	139,976
Deferred tax asset	90,000	90,000
Other	52,590	68,537
Total other assets	<u>2,587,984</u>	<u>9,319,687</u>
<b>TOTAL ASSETS</b>	<u>\$ 18,609,493</u>	<u>\$ 24,386,921</u>

The accompanying notes are an integral part of the financial statements.

3

**ERMC II, L.P. AND AFFILIATES****COMBINED BALANCE SHEETS**

DECEMBER 31, 2015 AND 2014

**LIABILITIES AND PARTNERS' EQUITY**

	<b>2015</b>	<b>2014</b>
<b>CURRENT LIABILITIES</b>		
Long-term debt, current portion	\$ 2,246,922	\$ 3,248,314
Accounts payable	1,562,518	1,400,392
Accrued expenses	2,578,263	3,848,445
Accrued insurance	2,695,068	1,555,845
Deferred revenue	<u>4,621</u>	<u>194,438</u>
Total current liabilities	<u>9,087,392</u>	<u>10,247,434</u>
<b>LONG-TERM LIABILITIES</b>		
Accrued insurance	7,266,853	7,436,238
Long-term debt, less current portion	<u>583,390</u>	<u>2,425,412</u>
Total long-term liabilities	<u>7,850,243</u>	<u>9,861,650</u>
Total liabilities	16,937,635	20,109,084
<b>PARTNERS' EQUITY</b>	<u>1,671,858</u>	<u>4,277,837</u>
<b>TOTAL LIABILITIES AND PARTNERS' EQUITY</b>	<u>\$ 18,609,493</u>	<u>\$ 24,386,921</u>

The accompanying notes are an integral part of the financial statements.

4

**ERMC II, L.P. AND AFFILIATES****COMBINED STATEMENTS OF INCOME**

YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
REVENUES	\$ 92,178,169	\$ 100,580,153
COST OF SALES	<u>65,419,798</u>	<u>71,484,769</u>
Gross profit	26,758,371	29,095,384
OPERATING EXPENSES	<u>15,859,423</u>	<u>17,891,843</u>
INCOME FROM OPERATIONS	<u>10,898,948</u>	<u>11,203,541</u>
OTHER INCOME (EXPENSE)		
Distribution from minority interest	-	245,000
Bad debt, related party	(4,352,753)	(3,482,833)
Interest expense	<u>(143,489)</u>	<u>(147,326)</u>
Total other income (expense)	<u>(4,496,242)</u>	<u>(3,385,159)</u>
INCOME BEFORE TAXES ON INCOME	6,402,706	7,818,382
Taxes on income	<u>256,000</u>	<u>262,000</u>
NET INCOME	<u>\$ 6,146,706</u>	<u>\$ 7,556,382</u>

The accompanying notes are an integral part of the financial statements.

5

**ERMC II, L.P. AND AFFILIATES****COMBINED STATEMENTS OF CHANGES IN PARTNERS' EQUITY****YEARS ENDED DECEMBER 31, 2015 AND 2014**

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<b>BALANCE, DECEMBER 31, 2013</b>	<b>\$ 10,935,741</b>
Net income	7,556,382
Distributions	<u>(14,214,286)</u>
<b>BALANCE, DECEMBER 31, 2014</b>	<b>4,277,837</b>
Net income	6,146,706
Distributions	(8,571,486)
Transfer of equity of TriState Security of America, LLC	<u>(181,199)</u>
<b>BALANCE, DECEMBER 31, 2015</b>	<b><u>\$ 1,671,858</u></b>

The accompanying notes are an integral part of the financial statements.

6

**ERMC II, L.P. AND AFFILIATES****COMBINED STATEMENTS OF CASH FLOWS**

YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 6,146,706	\$ 7,556,382
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation	857,776	822,530
Amortization	15,946	9,302
Gain on sale of fixed assets	(72,556)	(63,588)
Net effect of transfer of ownership of TriState Security of America, LLC	274,807	-
Decrease (increase) in:		
Restricted cash	(1,123,637)	-
Accounts receivable	(1,028,871)	251,902
Due from related parties	5,943,014	467,117
Supplies inventory	63,502	190,095
Prepaid expenses	(678,253)	152,523
Deposits	(472,128)	62,816
Other assets	15,947	-
Increase (decrease) in:		
Accounts payable and accrued expenses	(138,218)	1,152,664
Deferred revenue	(189,817)	194,438
Net cash from operating activities	<u>9,614,218</u>	<u>10,796,181</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(605,569)	(654,609)
Proceeds from sale of fixed assets	<u>397,014</u>	<u>77,610</u>
Net cash from investing activities	<u>(208,555)</u>	<u>(576,999)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from bank term loan	-	7,000,000
Cash paid for loan closing costs	-	(47,839)
Payments on bank term loan	(2,819,444)	(1,555,555)
Payments on capital leases	(124,177)	(108,160)
Distributions	<u>(8,571,486)</u>	<u>(14,214,286)</u>
Net cash from financing activities	<u>(11,515,107)</u>	<u>(8,925,840)</u>
<b>NET CHANGE IN CASH AND CASH EQUIVALENTS</b>	<u>(2,109,444)</u>	<u>1,293,342</u>
Cash and cash equivalents - beginning of year	<u>5,059,084</u>	<u>3,765,742</u>
Cash and cash equivalents - end of year	<u>\$ 2,949,640</u>	<u>\$ 5,059,084</u>
<b>SUPPLEMENTAL DISCLOSURES</b>		
Cash paid for taxes	<u>\$ 324,261</u>	<u>\$ 452,858</u>
Cash paid for interest	<u>\$ 143,489</u>	<u>\$ 147,326</u>

The accompanying notes are an integral part of the financial statements.

7

**ERMC II, L.P. AND AFFILIATES****NOTES TO FINANCIAL STATEMENTS****DECEMBER 31, 2015 AND 2014****NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES****Description of Business**

The financial statements include the accounts of ERMC II, L.P. and its affiliates: ERMC III Property Management Company, LLC; ERMC IV, L.P.; and ERMC Support Services, LLC (collectively, the "Company"). ERMC II, L.P. solely owned TriState Security of America, LLC for the fiscal year ended December 31, 2014. The financial position of TriState Security of America, LLC has been consolidated into the combined financial statements for the year ended December 31, 2014. Each entity is responsible for different service areas. The ownership of the affiliated entities includes the partners of ERMC II, L.P. All material intercompany accounts and transactions have been eliminated in the combined financial statements.

The Company provides maintenance, security, landscaping, construction clean-up for shopping malls, airports and other industrial customers across the United States. As a Tennessee Limited Partnership, its members have limited personal liability for the obligations or debts of the entity. The Company's major customer is CBL & Associates Management, Inc.

Effective January 1, 2015 the ownership of TriState Security of America, LLC was transferred from ERMC II, L.P. to minority-owner Emerson E. Russell. Equity as of January 1, 2015, has been restated to remove the net book value of TriState Security of America, LLC, in the amount of \$181,199. The financial statement for the fiscal year ended December 31, 2015 does not include the operations and financial position of TriState Security of America, LLC. The revenues of TriState Security of America, LLC represented 2% of the gross revenue for the year ended December 31, 2014, and is deemed insignificant to the operations of the Company.

The significant accounting policies and practices followed by the Company are as follows:

**Cash and Cash Equivalents**

The Company considers cash currently on hand and demand deposits with financial institutions to be cash. For purposes of the statement of cash flows, the Company considers all highly liquid debt investments purchased with a maturity of three months or less to be cash equivalents. One of the Company's cash accounts has underlying investments of mutual funds, which would be level 1 investments under the hierarchy for fair value under accounting principles generally accepted in the United States of America. The Company has elected the fair value option for all of these investments and considers them to be cash equivalents.

**Restricted Cash**

The Company has classified as restricted certain cash that is not available for use in its operations. The restricted cash represents deposits required by financial institutions as collateral against letters of credit. The cash is held in custody by the financial institution designated by the administrator.

(Continued)

8

**ERMC II, L.P. AND AFFILIATES****NOTES TO FINANCIAL STATEMENTS**

DECEMBER 31, 2015 AND 2014

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Concentration of Risk**

The Company maintains cash and cash equivalents in accounts at financial institutions and brokerage firms which may, from time to time, exceed federally insured amounts and amounts insured by the Securities Investor Protection Corporation. The Company does not believe they are exposed to undue risk on cash and cash equivalents.

**Receivables**

The Company reports trade receivables at net realizable value. Management determines the allowance for doubtful accounts based on historical losses and current economic conditions. On a continuing basis, management analyzes delinquent receivables and, once these receivables are determined to be uncollectible, they are written off to the allowance account.

Management considers all trade receivables ninety days past due as delinquent. Interest is not charged on accounts considered delinquent.

**Supplies Inventory**

Supplies inventory consists of computers, janitorial supplies, uniforms and other miscellaneous items, which are stated at the lower of cost or market. Cost is determined on a first-in, first-out basis.

**Property and Equipment**

Property and equipment are stated at cost. Expenditures for repairs and maintenance are charged to expense as incurred, and expenditures for additions and improvements that significantly extend the lives of assets are capitalized. Upon sale or other retirement of depreciable property, the cost and accumulated depreciation are removed from the accounts and any gain or loss is reflected in operations. Depreciation is provided using the straight-line method over the estimated useful lives of the depreciable assets as follows:

Software and development	3 years
Machinery and equipment	2-7 years
Building	39 years

**Goodwill**

Upon inception, the Company acquired substantially all the assets of an existing maintenance and security company. This acquisition has been accounted for under the purchase method of accounting. The purchase price was allocated to the assets acquired based on their estimated fair value. The excess of the purchase price over the fair value of the net identified assets acquired resulted in goodwill of \$320,000.

(Continued)

**ERMC II, L.P. AND AFFILIATES****NOTES TO FINANCIAL STATEMENTS****DECEMBER 31, 2015 AND 2014****NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Goodwill (Continued)**

Prior to the adoption of Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 350, *Intangibles – Goodwill and Other*, goodwill was being amortized on the straight-line basis over 15 years. Subsequent to adoption, goodwill is reviewed for possible impairment at least annually or more frequently upon the occurrence of an event or when circumstances indicate that a reporting unit's carrying amount is greater than its fair value. The change in goodwill since January 1, 2002, is as a result of purchases of small maintenance and security companies.

**Revenue Recognition**

The Company recognizes revenue upon the completion of services that are contracted to be provided.

**Income Taxes**

As the Company is taxed as a partnership for federal income tax purposes, these financial statements contain no provision for federal income taxes since all federal income tax liabilities and/or benefits of the partnerships are passed through to the partners. The Company may be liable for certain state franchise, excise and income taxes.

**Estimates and Uncertainties**

The preparation of financial statements in conformity with generally accepted accounting principles 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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

Included in the financial statements is an estimate for the accrued insurance reserve. This is considered to be a significant estimate. While the estimate is based on the best information available to management, the actual amounts required to be paid for the insurance are likely to differ from the estimated amount, and those differences could be material to the financial statements.

**Uncertain Tax Position**

The Company follows the guidance of FASB ASC Topic 740, *Income Taxes*, which prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In addition, it provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition.

(Continued)

10



**ERMC II, L.P. AND AFFILIATES****NOTES TO FINANCIAL STATEMENTS****DECEMBER 31, 2015 AND 2014****NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)****Uncertain Tax Position (Continued)**

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements. The Company's evaluation was performed for the tax years ended December 31, 2012 through December 31, 2015, for U.S. federal income tax, and for the tax years ended December 31, 2012 through December 31, 2015, for the states in which it files returns – the years which remain subject to examination as of December 31, 2015.

**Advertising Costs**

The Company expenses advertising costs as they are incurred and advertising production costs the first time the advertising takes place. Advertising expense for December 31, 2015 and 2014 were \$42,873 and \$56,874, respectively.

**Presentation of Sales Tax**

Certain states and counties within the states may impose sales tax on the Company's sales to non-exempt customers. The Company collects that sales tax from customers and remits the entire amount to the state. The Company's accounting policy is to exclude the tax collected and remitted to the state from revenue and cost of sales.

**NOTE 2 – ACCOUNTS RECEIVABLES**

A summary of accounts receivable is as follows:

	2015	2014
Trade receivables	\$ 5,802,206	\$ 4,724,510
Due from employees	<u>23,738</u>	<u>81,251</u>
	5,825,944	4,805,761
Allowance for doubtful accounts	<u>(438,763)</u>	<u>(447,451)</u>
	<u>\$ 5,387,181</u>	<u>\$ 4,358,310</u>

The Company performs ongoing credit evaluations of its customers' financial condition and, generally, requires no collateral from its customers.

**ERMC II, L.P. AND AFFILIATES****NOTES TO FINANCIAL STATEMENTS**

DECEMBER 31, 2015 AND 2014

**NOTE 3 – PROPERTY AND EQUIPMENT**

Property and equipment consist of the following major classifications:

	2015	2014
Land	\$ -	\$ 100,000
Building	-	406,254
Software and development	251,680	253,180
Machinery and equipment	<u>10,604,012</u>	<u>11,674,401</u>
	10,855,692	12,433,835
Accumulated depreciation	<u>(9,381,222)</u>	<u>(10,010,954)</u>
	<u>\$ 1,474,470</u>	<u>\$ 2,422,881</u>

Depreciation expense for December 31, 2015 and 2014 totaled \$857,776 and \$822,530, respectively.

**NOTE 4 – INCOME TAXES**

Provision for income taxes consists of the following:

	2015	2014
State:		
Current provision	<u>\$ 256,000</u>	<u>\$ 262,000</u>

As previously disclosed, the Company's income is passed through to the partners for purposes of recognizing federal income taxes. The Company operates and pays taxes in a number of different states, all with varying rules and regulations. The provision for state taxes reflects the amount for those states that tax income of partnerships.

Deferred income taxes arise from timing differences resulting from income and expense reported for financial accounting and tax purposes in different periods. The tax effects of temporary differences that give rise to significant portions of deferred tax assets consist of the accrual for insurance expense, a portion of which is non-deductible for tax purposes. There was no change in deferred income taxes for years ended December 31, 2015 and 2014.

**NOTE 5 – NONCASH TRANSACTIONS**

During 2015 and 2014, the Company purchased equipment totaling \$100,212, and \$337,440, respectively. The equipment purchases were financed through capital leases. Property and equipment totaling \$456,006 has not been included in the 2015 statement of cash flows. This amount represents property and equipment related to TriState Security of America, LLC.

## ERMC II, L.P. AND AFFILIATES

## NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2015 AND 2014

## NOTE 6 – LINE OF CREDIT

The Company has a line of credit with SunTrust Bank with a borrowing capacity of \$3,500,000. The interest rate is LIBOR plus 2.49% per annum. The line is secured by essentially all assets of ERMC II, L.P. and its affiliates: ERMC III Property Management Company, LLC; ERMC IV, L.P.; and ERMC Support Services, LLC. There were no borrowings on the line of credit as of December 31, 2015 and 2014. The line matures on June 30, 2017.

## NOTE 7 – LONG-TERM DEBT

Long-term debt consists of the following:

	2015	2014
\$7,000,000 note payable to SunTrust Bank in monthly installments with principal payments ranging from \$97,222 to \$291,667, including interest at a fixed rate of 3.5%, matures in May 2017, secured by substantially all the assets of ERMC II, L.P. and its affiliates: ERMC III Property Management Company, LLC; ERMC IV, L.P.; and ERMC Support Services, LLC.	\$ 2,625,000	\$ 5,444,445
Multiple capital leases payable to John Deere Financial in monthly principal only installments of \$11,706, matures in September 2018, secured by Equipment of ERMC III Property Management Company, LLC.	184,219	202,094
Capital lease payable to Wells Fargo Equipment Finance in monthly principal only installments of \$469, matures in October 2019, secured by equipment of ERMC IV, L.P.	<u>21,093</u>	<u>27,187</u>
Total	2,830,312	5,673,726
Less current portion	<u>(2,246,922)</u>	<u>(3,248,314)</u>
Long-term debt, less current portion	<u>\$ 583,390</u>	<u>\$ 2,425,412</u>

Future maturities of long-term debt are as follows as of December 31, 2015:

2016	\$ 2,246,922
2017	560,741
2018	18,431
2019	<u>4,218</u>
	<u>\$ 2,830,312</u>

**ERMC II, L.P. AND AFFILIATES****NOTES TO FINANCIAL STATEMENTS**

DECEMBER 31, 2015 AND 2014

**NOTE 8 – RELATED PARTY TRANSACTIONS**

Throughout the course of operations, the Company has engaged in transactions with entities owned by limited partner, Emerson E. Russell. The amounts due from related entities as of December 31, 2015 and 2014, are as follows:

	2015	2014
Apparel Sewn Right, Inc.	\$ 3,337,724	\$ 6,765,648
ERMC of America, LLC	458,465	617,023
ERMC Property Management Company of Illinois, LLC	895,908	3,364,012
Marrus Dominion Group, LLC	19,990	19,990
National Logistics Supply, LLC	-	139,685
One Park Place Group, LLC	80,945	103,223
TriState Security of America, LLC	347,093	-
Other	3,312	76,870
Total	<u>\$ 5,143,437</u>	<u>\$ 11,086,451</u>

**Apparel Sewn Right, Inc.**

The Company has made advances to Apparel Sewn Right, Inc. (ASR), an entity owned by a limited partner, Emerson E. Russell, primarily to accommodate expansion and other financing needs of this related entity. The Company also purchases uniforms from ASR throughout the normal course of business. Uniform purchases from ASR totaled \$455,816 and \$281,939 at December 31, 2015 and 2014, respectively. The Company recorded a bad debt expense of \$4,352,753 to adjust the outstanding receivable to the amount collected at the time of sale. Apparel Sewn Right, Inc. was sold in March 2016 and the remaining balance of \$3,337,724 was received at the time of sale.

**ERMC of America, LLC**

The Company has made advances to ERMC of America, LLC, an entity owned by limited partner, Emerson E. Russell, primarily to fund the vehicle lease program.

**ERMC Property Management Company of Illinois, LLC**

As of December 31, 2015 and 2014, the Company had amounts due from a limited liability company, ERMC Property Management Company of Illinois, LLC, owned by a limited partner, Emerson E. Russell, primarily due to the acquisition of U.S. Cavalry. The Company also made advances to assist with the working capital needs of the newly-acquired entity.

**Marrus Dominion Group, LLC**

The Company funded working capital needs of Emerson Properties, LLC and Marrus Dominion Group, LLC, entities owned by a limited partner, ERMC IV, LP.

(Continued)

**ERMC II, L.P. AND AFFILIATES****NOTES TO FINANCIAL STATEMENTS****DECEMBER 31, 2015 AND 2014****NOTE 8 – RELATED PARTY TRANSACTIONS (Continued)****National Logistics Supply, LLC**

For the years ended December 31, 2015 and 2014, purchases from National Logistics Supply, LLC, owned by a limited partner, Emerson E. Russell, totaled \$2,225,753 and \$2,195,212, respectively. The Company also funded the working capital needs of National Logistics Supply, LLC, which resulted in a receivable at December 31, 2014.

**One Park Place Group, LLC**

The Company leases its home office facilities on a month-to-month basis from a limited liability company, One Park Place Group, LLC, that is owned by a limited partner, Emerson E. Russell. Rent expense for the year ended December 31, 2015 and 2014, was \$602,190 and \$656,768, respectively. As of December 31, 2015 and 2014, the Company had accounts receivable due from this limited liability company for security and janitorial services rendered.

**ERMC of Atlanta, LLC**

The Company funded the operations of ERMC of Atlanta, LLC, an entity majority-owned by ERMC of America, LLC. ERMC of Atlanta, LLC was sold during the fiscal year thus eliminating the related party receivable at December 31, 2014. At the time of sale, the related party receivable was \$3,482,833 which is included as bad debt expense for the year ended December 31, 2014.

**CBL/MS General Partnership**

The Company provides services to shopping malls owned and controlled by a limited partner, CBL/MS General Partnership. For the years ended December 31, 2015 and 2014, revenues from the limited partner amounted to \$61,918,377 and \$69,747,061, which is approximately 67% and 69% of total revenue, respectively. Included in trade accounts receivable is \$354,545 and \$575,905 due from the limited partner at December 31, 2015 and 2014, respectively.

**NOTE 9 – RETIREMENT PLAN**

All employees who meet certain age and length of service requirements are eligible to participate in the Company's 401(k) plan. All employees' contributions are fully vested. The Company does not contribute to the Plan.

**NOTE 10 – COMMITMENTS AND CONTINGENCIES**

The Company has contracts with its customers to provide janitorial, security and other services for periods of up to three years. The majority of the contracts provides for fees at a fixed rate and is payable bi-weekly or monthly.

(Continued)

**ERMC II, L.P. AND AFFILIATES****NOTES TO FINANCIAL STATEMENTS****DECEMBER 31, 2015 AND 2014****NOTE 10 – COMMITMENTS AND CONTINGENCIES (Continued)**

In the normal course of business, the Company is involved in various lawsuits, which pertain to personal injury, automobile accidents, contract disputes and workers compensation claims. Management is of the opinion that any liability or loss in excess of insurance coverage resulting from such litigation will not have a material adverse effect on the financial statements.

The Company is self-insured for both its workers compensation and general liability insurance. The aggregate annual retention for the general liability policy and workers compensation policy is \$5,000,000 and \$3,000,000, respectively. The Company has a per claim retention of \$500,000 and \$250,000 on the general liability policy and workers compensation policy, respectively. The Company is currently accruing a monthly expense amount based on the payroll. As of December 31, 2015, the total accrued liability for both policies was \$9,961,921. The liability includes \$2,695,068 that is expected to be paid within one year and \$7,266,853 that is expected to be paid after one year.

**NOTE 11 – RECLASSIFICATIONS**

Certain amounts from the prior year have been reclassified to conform with current year presentation.

**NOTE 12 – SUBSEQUENT EVENTS**

Management has evaluated events and transactions subsequent to the balance sheet date through the date of the independent auditor's report (the date the financial statements were available to be issued) for potential recognition or disclosure in the financial statements. Management has not identified any items requiring recognition or disclosure.



# Request for Bid Response



**Bid #16-071/LC**

**Maintenance of Airport Facilities and Systems, Term Contract**

**Due 10/13/2016 4 P.M. E.S.T.**

**SUBMIT TO:**

**Contact Person: Laura Cates**

**Palm Beach County**

**Purchasing Department**

**50 South Military Trail, Suite 110**

**West Palm Beach, Florida 33415**

**Bid #16-071/LC**

**PROPOSER:**

**ERMC IV, L.P.**

**6148 Lee Hwy Ste 300**

**Chattanooga, TN 37421**

**817-834-0244 Office**

**817-834-0254 Fax**

**ORIGINAL**





# Request for Bid Response



**Bid #16-071/LC**

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**Contact Person: Laura Cates  
Palm Beach County  
Purchasing Department  
50 South Military Trail, Suite 110  
West Palm Beach, Florida 33415**

**Bid #16-071/LC**

**PROPOSER:**

**ORIGINAL**

**ERMC IV, L.P.  
6148 Lee Hwy Ste 300  
Chattanooga, TN 37421  
817-834-0244 Office  
817-834-0254 Fax**



# Table of Contents

1.	Amendments	3
2.	Bid Forms	4
3.	Qualifications – Corporate Resume	19
4.	Certifications	31
5.	Organization	33
6.	Contract Performance	36
7.	Financial Stability	37

**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

**Purchasing Department**  
[www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
IFB #19-067/HS**

**GROUND MAINTENANCE AT PALM BEACH INTERNATIONAL AIRPORT (PBIA), BELVEDERE ROAD MEDIAN, AND LANTANA AIRPORT, TERM CONTRACT**

**FOR MANDATORY INSPECTION INFORMATION, SEE TERM AND CONDITION #9 OF THIS SOLICITATION**

**BID SUBMISSION DATE: August 22, 2019 AT 4:00 P.M.**

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

**BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.**

Protests can be accepted only during the five (5) business day posting period.

**C A U T I O N**

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 <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If bidder intends to use subcontractors, bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**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  
(561) 616-6800 FAX: (561) 616-6811**

**BOARD OF COUNTY COMMISSIONERS**  
Palm Beach County  
**INVITATION FOR BID**

<b>IFB #19-067/HS</b>	<b>IFB TITLE: GROUNDS MAINTENANCE AT PALM BEACH INTERNATIONAL AIRPORT (PBIA), BELVEDERE ROAD MEDIAN, AND LANTANA AIRPORT, TERM CONTRACT</b>	
<b>PURCHASING DEPARTMENT CONTACT: Holly Skeen</b>		<b>TELEPHONE NO.: (561) 616-6828</b>
<b>FAX NO.: (561) 242-6728</b>	<b>E-MAIL ADDRESS: <a href="mailto:hskeen@pbcgov.org">hskeen@pbcgov.org</a></b>	

All bid responses must be received on or before August 22, 2019, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, Attention: Holly Skeen, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

**PURPOSE AND EFFECT:** It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

### GENERAL CONDITIONS

#### 1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are 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 in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid 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 ("Board") 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 bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and 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 bidder.

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 successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

#### b. COMMERCIAL NON-DISCRIMINATION :

##### Item 1: Bidder's Representations and Agreement.

The Bidder 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 Bidder 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 Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, subconsultants 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 Bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Bidder 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.

##### Item 2: Bidder's Agreement to Apply to Subcontracts

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

- c. **DISCRIMINATION PROHIBITED:** 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 successful bidder 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.

d. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under the 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 the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder'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.

e. **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 bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

f. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders 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 bid 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."

g. **NON-COLLUSION:** Bidder 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 bidders over other bidders. 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, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

h. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board or a County Department authorized to act on their

behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

i. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

j. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

k. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder 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 successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

l. **PUBLIC RECORDS, ACCESS AND AUDITS:** The bidder 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 bidder's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the bidder, 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 bidder, 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 responding bidder might consider to be confidential. All submitted information that the responding bidder 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 COUNTY shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least four (4) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the four (4) years. .

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

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.
2. 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 Bidder 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 Bidder 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.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the COUNTY, all public records in possession of the Bidder 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 Bidder transfers all public records to the COUNTY upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the 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.

Bidder 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 Bidder 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 the 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 BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE 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.**

- m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid 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.
- n. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- o. **NO THIRD PARTY BENEFICIARIES:** No provision of the 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 the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- p. **SCRUTINIZED COMPANIES**

1) **SCRUTINIZED COMPANIES:**

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder 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.

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

2) **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 Bidder 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 Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

### 3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid 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 bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the 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 bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder 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.

c. **S/M/WBE - EBO REQUIREMENTS**

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at:  
<http://discover.pbcbgov.org/oeb/Pages/Documents.aspx>

**Item 1 – Policy**

It is the policy of the Board 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. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. A bidder must comply with the requirements contained in this Section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

**Item 2 – Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)**

a. **Application of API(s)**

The API(s) approved for this solicitation, including any applicable S/M/WBE goals are attached. Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

b. **API Waiver Requests**

If Bidder is unable to comply with the API(s) requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least seven (7) days prior to the bid due date as stated in the solicitation. If a bidder requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) days prior to the bid

due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

c. **Good Faith Efforts**

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at <http://discover.pbcbgov.org/oeb/Pages/Documents.aspx>. The OEBO shall review a waiver request within seven (7) days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

d. **Documentation Required for Good Faith Efforts**

Documentation means documentation of the Bidder's intent to comply with the applicable API(s), including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids/proposals/qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms; correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of S/M/WBE subcontractors; documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and documentation of consultations with trade associations and consultants that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.



**Item 3 – Bid Submission Documentation**

S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

Bidders are required to submit Schedules 1 and 2 with their bid in order to be deemed responsive to this solicitation. Subcontractor/subconsultant documentation shall be submitted as follows:

**Schedule 1 - List of Proposed Subcontractors/ Subconsultants**

A completed Schedule 1 submitted by the prime shall list the names of all Subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of this contract with their work force.

**Schedule 2 - Letter of Intent**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed Subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor/subconsultant on this form. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in a bid/proposal being rejected as non-responsive to the solicitation.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a Subcontractor/subconsultant listed at the time of bid submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the Subcontractor/subconsultant, along with the price and /or percentage.

**Item 4 – S/M/WBE Certification**

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of

any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at [www.pbcgov.org/oebo](http://www.pbcgov.org/oebo) to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

**Item 5 – Counting S/M/WBE Participation**

- a. Once a business is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime Contractor/consultant may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation the total dollar value of a contract will be determined by the COUNTY by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.
- b. Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.
- c. The Prime Contractor/consultant may count toward the established goal a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.
- d. The Prime Contractor/consultant may count toward the established goal the entire expenditures for materials and equipment purchased by an S/M/WBE Subcontractor/subconsultant, provided that the S/M/WBE Subcontractor/subconsultant has the responsibility for the installation of the purchased materials and equipment.
- e. The Prime Contractor/consultant may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.
- f. The Prime Contractor/consultant may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE.
- g. The Prime Contractor/consultant may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- h. The Prime Contractor/consultant may only count towards the established goal the goods and services in which the S/M/WBE subcontractor/subconsultant is certified and performs with their work force.

**Item 6 – Responsibilities After Contract Award****Schedule 3 – Subcontractor Activity Form**

The Prime Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

**Schedule 4 – Payment Certification Form**

A fully executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime Contractor/consultant. The Prime Contractor/consultant shall submit this form with each payment application or invoice submitted to the County when the County has paid the Prime Contractor/consultant on the previous payment application for services provided by a Subcontractor/subconsultant. If any



Subcontractor/subconsultant intends to disburse funds associated with this payment to another Subcontractor/subconsultant for labor provided on this contract, the amount and name of the Subcontractor/subconsultant shall be listed on this form. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime Contractor/consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime Contractor/consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the Subcontractors/subconsultants contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

The successful Respondent/bidder shall submit an Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form is to be filled out by the Prime Contractor and the Payment Certification Forms are to be executed by the Subcontractor/subconsultant to verify receipt of payment.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the vendor is required to input all Subcontractor/subconsultant payment information directly into the EBO payment portal prior to submitting a payment application.

#### **Item 7 – S/M/WBE Substitutions**

After contract award, the Prime Contractor/consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime Contractor/consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the COUNTY and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime Contractor/consultant shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The Prime Contractor/consultant shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

#### **Item 8 – EBO Program Compliance- Penalties**

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO

Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Vendor does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the COUNTY regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- a. Suspension of contract;
  - b. Withholding of funds;
  - c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
  - d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
  - e. 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.
- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.
1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
  2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
  3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased.
  4. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County 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 bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
  - 1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
  - 2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
  - 3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
  - 4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
  - 5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
  - 6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
  - 7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.
- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that

the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder 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 the contract. Bidder 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. Bidder 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 bidder to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder 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 successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder'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 successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.
- n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial

treatment of any Subcontractor, vendor, supplier or commercial customer 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, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

**Bidder shall indicate by checking the box provided on the Bid Response Page, its agreement to the foregoing.**

At the time of bid submission, the bidder shall provide to the County a list of all 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 the bidder 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.

**Bidder shall indicate by checking the box provided on Bid Response Page, that it has attached pages with legal/administrative proceeding information, if applicable.**

Bidder's failure to meet these requirements shall render its bid response non-responsive.

#### 4. **BID SUBMISSION TIME / AWARD OF BID**

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at [www.pbccgov.org/purchasing](http://www.pbccgov.org/purchasing) prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

#### 5. **CONTRACT ADMINISTRATION**

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates,

the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder 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 may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or 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 successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.
- c. **PAYMENT:** 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 successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbccvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Successful bidders shall send **ALL ORIGINAL** invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not 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 [pbccpaymentmgr@mypalmbeachclerk.com](mailto:pbccpaymentmgr@mypalmbeachclerk.com).

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder 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 successful bidder 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.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder 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 the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder 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 successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- 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 successful bidder, 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 successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder 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 successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

- g. **REMEDIES:** 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.

**6. 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.

7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

**THIS IS THE END OF "GENERAL CONDITIONS"**

## SPECIAL CONDITIONS

### 8. GENERAL / SPECIAL CONDITION PRECEDENCE

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

### 9. PRE-BID CONFERENCE (MANDATORY)

Bidders must visually inspect the site where items are to be installed or services are to be performed. All bidders are required to attend this site inspection which will be held at Palm Beach County Purchasing, 50 S. Military Trail, Suite 1N-142, West Palm Beach, FL 33415 on July 25, 2019 commencing at 8:00 A.M. Immediately after the Pre-Bid Conference on the date referenced above, all bidders shall be required to ride the County provided transportation, to each location. **THE BIDDER'S FAILURE TO VISUALLY INSPECT THE SITE(S) SHALL RESULT IN DISQUALIFICATION OF THEIR BID.** Bidders are advised to make a thorough inspection of the extent of work. After the bid has been awarded, no extra charge or compensation will be allowed unless by reason of unforeseeable causes beyond the successful bidder's control and without fault or negligence, including, but not restricted to, Acts of God. Said change must be approved, in writing, by the Director of Purchasing. Vendors are reminded that statements and information provided at this meeting/inspection are not binding unless issued in writing as an Amendment to the Bid.

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at TBD (10 minutes after stated start time) local time. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the mandatory site inspection.

### 10. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. The bidder must provide written evidence (copies of current licenses/certifications) that show that the firm (bidder) or a principal in the firm or a **subcontractor** of the firm be licensed to contract the scope of work in Palm Beach County with one of the following:
  1. Lawn and Ornamental Pest Control License
  2. General Core Commercial Application License for general application of pesticides/herbicides
  3. Florida Green Industries Best Management Training Certificate

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

All individuals working at the Palm Beach International Airport ("PBI") 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 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.

## **12. AWARD (LOT-BY-LOT)**

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on a lot-by-lot basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

## **13. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

## **14. RENEWAL OPTION**

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if a vendor is suspended by the Purchasing Department prior to the commencement of the renewal period.

## **15. ATTACHMENT(S)**

Attachments A, B, C, D and 1, are included and are considered to be a component of this bid.

## **16. WORKSITE SAFETY / SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder'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 successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the worksite(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. The 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 successful bidder or its agents.

## **17. INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o JDi Data Corporation (JDi), 100 W. Cypress Creek Rd., Suite 1052, Fort. Lauderdale, FL 33309, using the **CTrax Portal** unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to JDi using the **CTrax Portal**, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$1,000,000 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.**

Pollution – Herbicide/Pesticide Applicator – Legal Liability. Successful bidder shall agree to maintain Pollution Legal & Remediation Liability at a minimum limit not less than \$1,000,000 per occurrence / \$1,000,000 annual aggregate providing coverage for damages including, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the County reserves the right to review and request a copy of the successful bidder's most recent annual report or audited financial statements. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Alternatively, this requirement may be satisfied with the inclusion of the "CG22 64 Pesticide or Herbicide Applicator Coverage Endorsement" to the Commercial General Liability.

Note: When applicable, if the designated sub-contractor holds the requisite herbicide/pesticide applicator's license then proof of General Liability without the endorsement must be provided by the successful bidder PLUS proof of General Liability with the endorsement must be provided by the designated sub-contractor.

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$1,000,000 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 successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder 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. Successful bidder 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 successful bidder 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) shall clearly confirm 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 JDi Data Corporation, 100 W. Cypress Creek Rd., Suite 1052, Ft. Lauderdale, FL 33309. It is the responsibility of the successful bidder 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.

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

## SPECIFICATIONS IFB #19-067/HS

### GROUNDS MAINTENANCE AT PALM BEACH INTERNATIONAL AIRPORT (PBIA), BELVEDERE ROAD MEDIAN, AND LANTANA AIRPORT, TERM CONTRACT

#### **PURPOSE AND INTENT**

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm fixed pricing and establish a term contract for grounds maintenance at Palm Beach International Airport (PBIA), Belvedere Road Median, and Lantana Airport.

#### **GENERAL**

All work areas for the lots listed, Lots #1 through #4, are to be landscaped in accordance with the instructions per each lot as set forth herein. Any exceptions to the demonstrated boundaries of areas covered under this solicitation shall be identified at the mandatory pre-bid conference and followed up with an amendment, if necessary. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provisions of this document unless a written amendment is issued by the County Purchasing Department.

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

- A. The County shall be responsible for any repairs or extra work necessary due to hurricanes, floods, lightning storms or other Acts of God.

**B. Designated Airport Representative:**

The contract shall be administered on the County's behalf by the Department of Airports, which shall have the responsibility to ensure compliance with contract requirements, such as, but not limited to, completion, inspection and acceptance. The designated airport representative shall serve as liaison between the Palm Beach County Department of Airports and the successful bidder. All questions arising after award of contract should be addressed to the Department of Airports, Special Projects Coordinator, and shall contact Shawna Larose at (561) 471-7472.

**C. Site Inspection Report:**

Upon completion of each service, a "Site Inspection Report" (Attachment "D") shall be completed by the designated airport representative or his/her designee for the purpose of reporting and documenting work completed by the successful bidder. A copy of the report will be available upon request from the designated airport representative.

**D. Quality Control and Contract Inspection:**

One or more employees of the Department of Airports shall monitor and inspect the performance and progress of the services provided under the contract. The provisions of the contract may be called to the attention of the successful bidder by the designated airport representative. The designated airport representative or his/her designee shall in no instance have the authority to act as foreman or supervisor for the successful bidder and shall not interfere with the supervision or direction of the employees of the successful bidder. Any advice provided to the successful bidder by the designated airport representative or his/her designee shall in no way be construed as binding upon the County, or release the successful bidder from fulfilling the provisions of the contract.

#### **SUCCESSFUL BIDDER'S RESPONSIBILITIES**

**A. Supervision:**

The successful bidder shall provide an adequate number of trained, qualified supervisors on-site, capable of providing adequate supervision to accomplish the services.

Each supervisor, to the satisfaction of the designated airport representative, shall be capable of verbal and written communication in the English language, and shall be able to adequately communicate with service workers.

The designated airport representative may request the successful bidder to remove any supervisor if it is determined that the individual is not performing the services in accordance with the terms, conditions and specifications of the contract.

The supervisor shall be available for site inspections, as required by the designated airport representative, to review maintenance procedures and practices under the contract. Deficiencies in procedures and practices shall be corrected to the satisfaction of the designated airport representative.



**B. Communication / Weekly Contact:**

The successful bidder shall make weekly contact with the designated airport representative at a time mutually agreed upon by the designated airport representative and successful bidder. This weekly contact is for the purpose of discussing areas to be maintained, work schedules, and issues of non-performance. Failure to contact the designated airport representative on a weekly basis may result in termination of the contract.

**C. Employees:**

Persons employed by the successful bidder in the performance of services pursuant to this bid award shall be not less than eighteen (18) years of age. Said employees shall not be considered employees of the County, shall be independent thereof, and shall have no claim against the County as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights or privileges granted by operation of law or by Palm Beach County. Said employees shall conduct themselves in a professional manner at all times while at the worksite. Any conduct deemed inappropriate by the designated airport representative, such as offensive gestures, mannerisms, or language, shall serve as a basis for immediate removal of employee from the worksite.

**D. Attire:**

Successful bidder shall provide and ensure the wearing of safety and protective clothing, masks, eye protection, etc., as required by laws, regulations, ordinances, and/or manufacturer's instructions for material and equipment. Successful bidder's employees shall preferably be in company uniform during the performance of maintenance duties.

**E. Equipment:**

It shall be the successful bidder's responsibility to ensure that all equipment used shall be properly maintained in order to protect the operator and the public. Any equipment inoperable, unsafe, or improper for desired use shall be removed from the jobsite. Equipment supplied by the successful bidder shall be designed for, or suited to, the grounds maintenance task for which it is to be used. Equipment shall not be used to perform tasks in areas where damage will result to the landscape or jobsites.

For safety measures, all mowers shall contain shields on discharge shoots; all edgers shall have guard(s) covering the top portion of blades. All mowers are to be adjustable and adjusted to the proper cutting height and level for the type of grass and current condition of the turf; where necessary, this may be directed by the designated airport representative. Mowing equipment shall be equipped with sharp blades so as not to tear but, rather, to cleanly cut the blades of grass.

The designated airport representative shall have the right to inspect and request the removal of equipment that, in their opinion, is unsafe for use, in order to protect the public, landscape, and jobsites from damage. Any equipment which is inoperable shall be removed from the jobsite by the end of the working day. Under no circumstances, shall any equipment belonging to the successful bidder be left on the jobsite for longer than the end of the working day. The County shall not be responsible for any equipment left on its premises.

**F. Work Schedule / Site Service Schedule:**

The successful bidder shall follow the work schedule as indicated in the technical specifications of the contract. Work shall be scheduled during the normal work week, Monday through Friday. All services shall be done between the hours of 8:00 a.m. and 6:00 p.m. Any deviation of the work schedule shall be approved by the designated airport representative (in writing) prior to the commencement of work. Prior to a three (3) day holiday weekend, where Monday is the observed holiday, service shall be performed within three (3) business days of said weekend.

Any deviation of the work schedule shall be approved by the designated airport representative prior to the commencement of work. During inclement weather however, the successful bidder may deviate from the specified schedule to prevent landscape destruction and ensure personal safety.

In the event successful bidder has been approved to deviate from specified schedule due to inclement weather, successful bidder shall still be required to perform the requisite service within the service intervals listed at each location. If this is not feasible, **the County shall only compensate successful bidder for the number of services successfully completed.**

## G. Damages:

The successful bidder shall notify the designated airport representative of damaged plant materials resulting from vehicular damage, storm damage, or vandalism. All observed hazards shall be reported to the designated airport representative during the service visit in which they are noted.

The successful bidder shall be responsible for repairs, or repair costs or replacement of all plant materials, trees equipment and property damaged by his/her employees during performance of maintenance duties. The designated airport representative will determine the degree of damage and notify the successful bidder of his responsibility. All repairs shall be completed within three (3) calendar days, with the exception of sprinkler damage. Sprinkler system damage shall be repaired within one (1) day.

Care shall be taken not to loosen or damage guys or stakes. Any guying or staking loosened or damaged shall be reported to the designated airport representative during the service visit. The successful bidder shall be responsible for furnishing, painting and installing any stakes that are damaged through the performance of any services covered under the contract.

Sod lost due to improper pest management or improper mowing (scalping) by the successful bidder shall be promptly replaced by the successful bidder at his/her expense when requested (initially via telephone), with written notification sent within twenty-four (24) hours of notification by the designated airport representative. Failure by the successful bidder to comply shall be considered as **“Non-performance of Services”** in accordance with the terms, conditions, and specifications of this solicitation. In the event of non-performance by the successful bidder, the designated airport representative shall have the right to remedy as stated under **“Non-performance of Services.”**

The successful bidder shall alternate mowing patterns in order to avoid wearing impressed patterns from mower tires. Areas determined by the County to have damage caused by the successful bidder's failing to alternate mowing patterns shall be repaired by the successful bidder, using sand backfilling of the worn tracks in the grass (or other approved method by the designated airport representative, in writing). Failure by the successful bidder to comply shall be considered as **“Non-performance of Services”** in accordance with the terms, conditions, and specifications of this solicitation. In the event of non-performance by the successful bidder, the designated airport representative shall have the right to remedy as stated under **“Non-performance of Services”**.

## H. Non-Performance of Services:

One or more employees of the Department of Airports may act on the designated airport representative's authority to monitor and inspect the performance and progress of the service provided under the contract. The provisions of the contract shall not be altered, waived or revoked by the designated airport representative's designee. Any failure of the successful bidder to comply with the provisions of the contract, may be called to the attention of the successful bidder by the designated airport representative or his/her designee. If it is determined by the designated airport representative or his/her designee that a violation of the specifications and/or the terms of the contract has occurred, they shall record, process, and submit all pertinent information to the designated airport representative.

Successful bidder's non-performance shall be considered to have occurred when services in an area were not performed in accordance with the terms, conditions, and specifications listed herein.

In the event of non-performance by the successful bidder, the designated airport representative shall have the right, with concurrence from the Purchasing Department, to remedy by the following method:

The County shall notify the successful bidder (via telephone) of the non-performance and allow the successful bidder to correct such item(s) of non-performance. Corrective action for non-performance must be approved and completed within twenty-four (24) hours of notification. The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification. If successful bidder does not correct non-performance within the twenty-four (24) hours, a Vendor Performance Report may be issued and/or a meeting may be scheduled with all parties.

A Vendor Performance Report may be issued in instances where repetitive non-performance incidents are occurring and/or non-performance has not been corrected in the allocated time frame.

A report of non-performance will be forwarded to the Purchasing Department for appropriate action. If necessary, a meeting will be set up between the parties to reinforce the requirements of the contract in order to avoid repeat non-performance.

The County may correct the item of non-performance by any means it deems necessary. Direct cost incurred by the County for the correction, shall be deducted from payments made to the successful bidder.

The County shall make no monetary deductions if corrective actions are taken within twenty-four (24) hours of notification.

**TECHNICAL REQUIREMENTS****LOT #1 BELVEDERE ROAD MEDIAN****Schedule of Services****A. Mowing:**

The successful bidder shall mow and trim all turf areas twenty-nine (29) times per year, three (3) times per month, in June, July, August, September and October, and two (2) times per month the rest of the year. The successful bidder shall remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge clippings onto any paved surface such as streets, curbs and gutters, parking lots sidewalk, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas. Any papers, cans or bottles cut or broken during maintenance operations, shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas. All trash and litter shall be removed by the successful bidder at no additional cost to the County.

**B. Grass Height:**

Shall be maintained at approximately three inches (3") in height. Prior to mowing, the successful bidder shall be responsible for the removal of trash, litter and debris, including that which would be cut or scattered by mowing. Also, leaves and all tree droppings in parking lots and surrounding areas shall be swept or vacuumed and removed off sight, during time of service.

**C. Trimming:**

Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass shall be trimmed at the same height as adjacent turf is mowed. Areas requiring trimming include: buildings, fences, walls, fence poles, electrical boxes, trees, sprinklers, poles, asphalt edges, abutting sidewalks, flush paved surfaces, curbs, driveways, patios, decks and plant beds, shall be completed during each mowing.

Trees, poles, tables, signs, fences, and shrub beds, shall be trimmed closely. Special care shall be given to trimming around trees and shrubs so as not inflict damage to the bark.

**D. Edging:**

Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces, curbs, drives, patios, and decks, shall be completed during each mowing. Edging shall be performed to result in neat vertical uniform lines and uniform depths. Depths and line boundaries shall be determined by the designated airport representative.

**E. Plant Growth:**

All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc., shall be removed during each service visit. When using herbicides, prior approval shall be obtained from the designated airport representative.

**F. Pruning / Trimming of Shrubs, Plants, Bushes and Groundcovers:**

The successful bidder shall prune shrubs and groundcovers in accordance with accepted horticultural practices at least once every thirty (30) days. Trash and litter in shrub beds shall be removed during each mowing cycle. The successful bidder shall trim all unsightly tree limbs accessible from the ground, as required and in accordance with Palm Beach County Landscape Code Article #7, Section #5.

"Maintenance Pruning" of trees shall consist of the removal of dead and/or broken branches; suckers or sprouts from tree base or below; and pruning to prevent encroachment of branches over street, into private property, obscuring view of signs or traffic, particularly at road intersections, or interference with lighting.

All tree pruning shall be accomplished with standard practices as follows: Use clean sharp cutting tools designed for pruning; do not use machetes for any pruning or trimming. Cut limbs flush with trunk to promote healing, and leave no stubs.

Cut branches flush with limbs in the direction of growth, leaving no stubs. Remove from all trees as necessary any vines, debris, signs or any other materials attached to the trunk.

Remove all dead or broken branches, including dead palm fronds from trees in the accepted manner from the worksite.

Special emphasis shall be placed on safety during tree pruning operations, particularly when working over or adjacent to roads or walkways.

**G. Spraying:**

The successful bidder shall spray for insect pests and fungus harmful to plants, as necessary, with approved insecticides and fungicides labeled for that application. The successful bidder is responsible for pests and diseases that damage grass and/or plant life, including, but not limited to, fire ants and chinch bugs.

The successful bidder shall spray the grass lawn and plant beds as many times as necessary, to eliminate weeds. The chemical used shall be an approved herbicide labeled for that application without causing damage to the grass. The designated airport representative shall approve all chemicals and be notified before any spraying commences.

**H. Disease Control:**

It is the successful bidder's responsibility to prevent and control all diseases that are harmful to the health and vigor of the grasses and plants.

**I. Weeding:**

For the purpose of this specification, a weed shall be considered as any undesirable or misplaced growth. To maintain a manicured appearance the successful bidder shall remove all weeds and grass growing in shrub, groundcover, ringed areas around trees, and plant beds, each service visit.

**J. Fertilizing:**

The successful bidder shall fertilize all lawns two (2) times per year using a quality 16-4-8 with micro-nutrients slow release fertilizer approved by a designated airport representative(s), at no additional cost to the County. This shall be done in March and September. Amount of application shall not be less than that specified on the bag.

Fertilize all hedges, shrubs, palms, pines etc., two (2) times per year using a quality 8-4-8 with micro-nutrients slow release fertilizer. This shall be done in March and September. Amount of application shall not be less than that specified on the bag.

Fertilize all flowering shrubs four (4) times per year using 8-4-8 with micro-nutrients slow release fertilizer. This shall be done in March, June, September and December. Amount of application shall not be less than that specified on the bag.

Fertilize all shade trees three (3) times per year at the drip line edge around each tree, using 6-6-6 with micro-nutrients slow release fertilizer at a rate of one pound (1lb) per one inch (1") of tree trunk caliper. Measure caliper at three feet (3') above finish grade. This shall be done in March, July and December.

The successful bidder shall notify the designated airport representative to be present before any fertilization.

**K. Removal of Plant Material:**

The successful bidder shall remove from site, all exotic plant material not native to this region of Florida (e.g., Australian Pine, Brazilian Pepper, etc.), at no additional cost to the County. The successful bidder shall confer with the designated airport representative to coordinate removal.

The successful bidder shall also remove and dispose of, all dead plant material as a result of inclement weather, fungus, or insect infestation.

**L. Median and Curbs:**

The successful bidder shall remove and dispose of all grass cuttings, trash, litter, bottles, broken glass, cans, etc., from median and curbs.

The successful bidder also shall remove from site all dirt, sand and debris accumulated on street against curb and in the median cut-throughs. This shall be swept, blown off, vacuumed and removed off-site during time of service.

**M. Irrigation:**

Sprinkler heads shall be visually checked each visit. The successful bidder **shall** be responsible for running or operating the irrigation system. The successful bidder shall be responsible for any damage done by the successful bidder's personnel or equipment. Any serious damage shall be immediately reported to the designated airport representative. The successful bidder shall trim around all sprinkler heads, to provide free flow of water.

If medians do not have sprinkler system, provisions shall be made, by the successful bidder, to wet down plant beds and turf areas after fertilizer application.

**N. Mulching:**

The successful bidder shall ensure that shrubs, ground cover, tree rings, plant beds and all other existing mulched areas are covered with a minimum of three inches (3") of mulch at the conclusion of each and every service visit, at no additional cost to the County. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment. A new application of mulch shall be applied two (2) times per year covering all existing mulched areas with a minimum of three inches (3") of mulch. The successful bidder shall notify the designated airport representative prior to the new application of mulch. Pine and/or cypress mulch of good quality shall be used and approved by the designated airport representative.

**TECHNICAL REQUIREMENTS****LOT #2 PALM BEACH INTERNATIONAL AIRPORT PROPERTY**

Basic parcel mowing and trimming of the following airport properties shown on Attachments "A", "B", and "C".

1. Attachment "A" – property on Country Club Road between Belvedere Road and Cherry Road.
2. Attachment "B" – property between Military Trail, Haverhill Road and Southern Blvd.
3. Attachment "C" – property off Belvedere Road adjacent the median strip.

**Schedule of Services****A. Mowing:**

The successful bidder shall mow and trim all turf areas approximately sixteen (16) times per year, two (2) times per month in June, July, August, and September, and one (1) time per month the rest of the year. The successful bidder shall remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge clippings onto any paved surface such as streets, curbs and gutters, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged, shall be removed immediately prior to proceeding with mowing of other areas. Any papers, cans or bottles cut or broken during maintenance operations, shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas. All trash and litter shall be removed by the successful bidder, at no additional cost to the County.

**B. Grass Height:**

All Bahia grass shall be mowed at approximately four inches (4") in height.

**C. Trimming:**

Grass shall be trimmed during or as an immediate operation following mowing. Trimming may be accomplished by hand, hand power shears, or rotary nylon "fish line" cutting machines. Grass shall be trimmed at the same height as adjacent turf is mowed. Areas requiring trimming include: buildings, fences, walls, fence poles, electrical boxes, trees, poles, abutting sidewalks, flush paved surfaces, curbs and driveways, and shall be completed as needed.

Trees, poles, signs, fences, and shrub beds are to be trimmed closely. Special care shall be given to trimming around trees and shrubs so as not inflict damage to the bark.

**TECHNICAL REQUIREMENTS****LOT #3 LANTANA AIRPORT LANDSIDE****Schedule of Services****A. Mowing:**

The successful bidder shall mow and trim all turf areas twenty-nine (29) times per year, three (3) times per month in June, July, August, September and October and two (2) times per month the rest of the year. Successful bidder shall remove all trash and litter from the entire area prior to initiating any mowing of the turf area. Upon completion, a mowed area shall be free of clumped grass cuttings and tire tracks or ruts from mowing equipment. Turf shall be cut in a professional manner as not to scalp turf or leave areas of uncut grass. Care shall be taken to prevent discharge clippings onto any paved surface such as streets, curbs and gutters, medians, parking lots, sidewalks, and/or onto adjacent properties. Any material so discharged shall be removed immediately prior to proceeding with mowing of other areas. Any papers, cans or bottles cut or broken during maintenance operations, shall be completely removed from the site immediately prior to proceeding with the maintenance of other areas. All trash and litter shall be removed by the successful bidder, at no additional cost to the County.

**B. Grass Height:**

Shall be maintained about three inches (3"). Prior to mowing, the successful bidder shall be responsible for the removal and disposal of trash, litter and debris including that which would be cut or scattered by mowing. Also, leaves and all tree droppings in parking lots and surrounding areas shall be swept or vacuumed and removed off sight, during time of service.

**C. Trimming:**

Grass shall be trimmed during, or as an immediate operation following mowing. Trimming may be accomplished by hand or hand power shears or rotary nylon "fish line" cutting machines. Grass shall be trimmed at the same height as adjacent turf is mowed. Areas requiring trimming include, but not limited to, buildings, fences, walls, fence poles, electrical boxes, trees, sprinklers, poles, asphalt edges, abutting sidewalks, flush paved surfaces, curbs, driveways, decks and plant beds, and shall be completed during each mowing.

Trees, poles, tables, signs, fences, and shrub beds shall to be trimmed closely. Special care shall be given to trimming around trees and shrubs so as not inflict damage to the bark.

**D. Edging:** Mechanical edging (vertical trimming) of all turf edges abutting sidewalks, flush paved surfaces, curbs, drives, patios, and decks, shall be completed during each mowing. Edging shall be performed to result in neat vertical uniform lines and uniform depths. Depths and line boundaries shall be determined by designated airport representative.**E. Plant Growth:** All plant growth on paved surfaces, curbs, sidewalks, driveways, cracks, seams, joints, etc., shall be removed during each service visit. When using herbicides, prior approval shall be obtained from the designated airport representative.**F. Pruning/Trimming of Shrubs, Plants, Bushes and Groundcovers:**

The successful bidder shall prune shrubs and groundcovers in accordance with accepted horticultural practices at least once every thirty (30) days. Trash and litter in shrub beds shall be removed during each mowing cycle. The successful bidder shall trim all unsightly tree limbs accessible from the ground as required and in accordance with Palm Beach County Landscape Code 500.35 #4 and National Arborist Association Class II Pruning Standards for Trees, an overview of which includes the following:

1. Removal of all dead, dying, diseased, interfering, objectionable, and weak branches;
2. Removal of all interior interfering branches, and one of all crossed or rubbing branches where practical so the removal thereof, shall not have large holes in the general form of the tree;
3. Removal of one branch of all structurally weak "V" crotches occurring along the main trunk or developing within the tree crown, particularly in smaller trees. Special attention shall be given to the effect removal of such branches shall have on the ultimate form of the tree.

"Maintenance Pruning" of trees shall consist of the removal of dead and/or broken branches; suckers or sprouts from tree base or below; and pruning to prevent encroachment of branches over street, into private property, obscuring view of signs or traffic, particularly at road intersections, or interference with lighting. Attention shall to be given to the eventual symmetrical appearance of the trees. Appropriate pruning shall be done in order to maintain a tree-like form typical of the species of the tree being trimmed.

All tree pruning shall be accomplished with standard practices as follows: Use clean sharp cutting tools designed for pruning; Do not use machetes for any pruning or trimming. Cut limbs flush with trunk, to promote healing, and leave no stubs. Sharp pruning tools and saws shall be kept sharpened to result in final cuts with smooth wood surface and secure bark remaining intact. All trees six inches (6") or less in diameter, shall be pruned with a hand and/or hydraulic pruning tool only. Equipment that shall damage the bark and cambium layer, should not be used on or in the tree. For example, the use of climbing spurs shall not be an acceptable work practice for tree pruning operations on live trees.

Cut branches flush with limbs, in the direction of growth, leaving no stubs. Remove from all trees as necessary any vines, debris, signs or any other materials attached to the trunk. Precut branches that are too heavy to handle to prevent splitting or peeling the bark. Where necessary to prevent tree or property damage, branches shall be lowered to the ground by proper ropes or equipment.

Remove all dead or broken branches, limbs, and tree debris, including dead palm fronds from trees, in the accepted manner from the worksite.

Special emphasis shall be placed on safety during tree pruning operations, particularly when working over or adjacent to roads or walkways.

**G. Spraying:**

The successful bidder shall spray for insect pests and fungus harmful to plants, as necessary, with approved insecticides and fungicides labeled for that application. The successful bidder is responsible for pests and diseases that damage grass and/or plant life, including, but not limited to, fire ants and chinch bugs.

The successful bidder shall spray the grass lawn and plant beds as many times as necessary, to eliminate weeds. The chemical used shall be an approved herbicide labeled for that application without causing damage to the grass. The designated airport representative shall approve all chemicals and be notified before any spraying commences.

**H. Disease Control:**

It is the successful bidder's responsibility to prevent and control all diseases that are harmful to the health and vigor of the grasses and plants.

**I. Weeding:**

For the purpose of this specification, a weed shall be considered as any undesirable or misplaced growth. To maintain a manicured appearance the successful bidder shall remove all weeds and grass growing in shrub, groundcover, ringed areas around trees, and plant beds, each service visit.

**J. Fertilizing: ("AS DIRECTED")**

**All fertilizing shall be approved prior to application by the designated airport representative.**

Fertilize all lawns two (2) times per year, March and September, using a quality 16-4-8 with micro-nutrients slow release fertilizer approved by the designated airport representative. Amount of application shall not be less than that specified on the bag.

Fertilize all hedges, shrubs, palms, pines etc., two (2) times per year using a quality 8-4-8 with micro-nutrients slow release fertilizer. This shall be done in March and September. Application rates and methods shall be followed as specified by label instructions.

Fertilize all flowering shrubs four (4) times per year using 8-4-8 with micro-nutrients slow release fertilizer. This shall be done in March, June, September and December. Application rates and methods shall be followed as specified by label instructions.

Fertilize all shade trees three (3) times per year, March, July, and December, at the drip line edge around each tree, using 6-6-6 with micro-nutrients slow release fertilizer at a rate of one pound (1lb) per one inch (1") of tree trunk caliper. Measure caliper at three feet (3') above finish grade.

All fertilizer shall be in dry, labeled, unopened bags, when delivered to the jobsite. Successful bidder shall notify the designated airport representative two (2) working days prior to application. The County shall approve all fertilizer prior to application.

Where irrigation exists, the successful bidder shall coordinate with the designated airport representative to provide for the operation of the sprinkler system immediately upon application of fertilizer. If no irrigation exists, the successful bidder shall wet down areas around trees, palms, and turf areas after the fertilizer application is complete.

**K. Removal of Plant Material:**

Successful bidder shall remove from site, all exotic plant material not native to this region of Florida. (e.g., Australian Pine, Brazilian Pepper, vines, etc.) The successful bidder shall confer with the designated airport representative to coordinate removal.

Successful bidder shall also remove from site, all dead plant material as a result of inclement weather, fungus, or insect infestation.

Successful bidder shall remove from site, all leaves from parking areas, beds, roadways and medians.

**L. Parking Lot:**

Successful bidder shall remove all grass cuttings, trash, litter, bottles, broken glass, cans etc., from parking lot areas, and shall be swept or vacuumed and removed off-site during time of service.

**M. Median and Curbs:**

Successful bidder shall remove and dispose of all grass cuttings, debris, trash, litter, bottles, broken glass, cans etc., from median and curbs.

The successful bidder also shall remove from site, all dirt, sand, and debris accumulated on street against curb and in the median cut-throughs. This shall be swept, blown off, vacuumed and removed off-site during time of service.

**N. Irrigation:**

Sprinkler heads shall be visually checked each visit. The successful bidder **shall not** be responsible for running or operating the irrigation system. The successful bidder shall be responsible for any damage done by the successful bidder's personnel or equipment. Any serious damage shall be immediately reported to the designated airport representative. The successful bidder shall trim around all sprinkler heads, to provide free flow of water.

Where irrigation exists, the successful bidder shall coordinate with the designated airport representative to provide for the operation of the sprinkler system immediately upon application of fertilizer. If no irrigation exists, the successful bidder shall wet down areas around trees, palms, and turf areas after the fertilizer application is complete.

**O. Mulching:**

All mulching shall be approved, in writing, prior to application by the designated airport representative.

Successful bidder shall notify the designated airport representative prior to the new application of mulch.

Successful bidder shall be responsible for placing and maintaining mulch beds around all trees, palms and other planted areas. At a minimum, mulch beds shall be maintained to a three foot (3') radius (6' circle) around the trunks of trees and palms. Areas planted with ground covers, and hedges, shall be completely mulched to the outer perimeter of the established bed line. Mulch shall be added to achieve a three inch (3") depth, "as needed and approved" by the designated airport representative, two (2) times yearly in January-February and July-August. Mulch shall be recycled, not harvested wood, and made entirely from the wood and bark of the Melaleuca quinquenervia tree, eucalyptus tree, cypress tree milling by-product, or mixed hardwood. The mulch shall be shredded, cleaned, sized, and aged (heated) to destroy weed seeds, pathogens, and insects. It shall not contain more than 10% (by volume) bark. Shredded pieces of mulch shall not be larger than 3/4" diameter and 1-2" inches in length. Mulch shall be free of weeds, seeds, (including Melaleuca sp. seeds), and any other organic or inorganic material. Mulch rings shall be immediately reshaped when dislodged by mowing operations.

Only bagged mulch shall be used (no bulk mulch shall be used without prior County approval). All proof of delivery shall bear official State of Florida Stamp of Inspection and Certification (Grade A). A representative bag shall be submitted to the designated airport representative for approval prior to application. No Cypress products shall be used on state roads covered under the contract. Type of mulch shall be shredded Eucalyptus, Pine Straw, or approved equal on state roads.

The use of construction wood or wooden pallets, the use of fresh-wood mulch, or the use of color dyed mulches, is prohibited.

Mulch shall be kept back two inches (2") from the trunks and stems of all planted landscape material. All mulch shall be applied in a manner that provides a uniform cover and thickness, with any mulch covering leaf surfaces being removed immediately.

Successful bidder shall ensure that shrubs, ground cover, tree rings, plant beds and all other existing mulched areas are covered with a minimum of three inches (3") of mulch at the conclusion of each and every service visit. Mulch rings shall be reshaped within twenty-four (24) hours when dislodged by mowing equipment. A new application of mulch shall be applied one (1) time per year, covering all existing mulched areas with a minimum of three inches (3") of mulch.



**TECHNICAL REQUIREMENTS:****LOT #4 LANTANA AIRPORT AIRSIDE****Schedule of Services****A. Mowing:**

Successful bidder shall provide twelve (12) cuts and be responsible for mowing approximately 310 acres of airside turf and shall be cut at a height of approximately 4" – 6" inches.

**B. Trimming:**

All aviation signage, lighting and buildings shall be trimmed around each cut as necessary.

**C. Additional Trimming:**

Additional trimming if needed shall consist of mowing from the edge of pavement on runways or taxiways out twenty feet (20') in grass area (including around all lights and signage). Optional trimming is when the rest of the airfield doesn't need mowing but only lighting and signage for safety purposes is required.

**D. Spraying:**

Successful bidder shall also be responsible for spraying and removing weeds on the pavement surfaces as necessary with proper coordination and prior approval from the designated airport representative.

**E. Fire and Ant Treatment:**

Fire and ant treatment around lights, navigational aid equipment, and buildings, shall also be included on a monthly basis and as needed.

**AIRPORT SAFETY AND SECURITY REQUIREMENTS**

Airport safety is an extremely important element of managing and operating today's airports. Specific rules, regulations, advisory circulars and guidelines are placed upon the airport owner/operator to improve safety on airports and to protect its users, tenants, and neighbors. In the interest of safety, the successful bidder is directed to acquaint his/her employees with the provisions of the following Federal Aviation Administration Advisory Circulars:

1. 150/5370-2F "Operational Safety on Airports During Construction"
2. 150/5200-18C "Airport Safety Self-Inspection"

**ENTRY INTO THE AIRFIELD**

Entry shall be by gates as designated by Palm Beach County Department of Airports (PBCDOA). The successful bidder shall be responsible for gate security. No personal vehicles owned by the successful bidder's employees or subcontractor shall be allowed on the airfield at any time.

**FLAGS**

All vehicles operating on the airfield shall display a flashing amber light and/or an orange and white checkered flag, staff mounted, not less than three foot (3') square mounted on each vehicle. In addition all vehicles shall display their company name.

**AIRPORT RULES AND REGULATIONS**

The successful bidder shall be responsible for informing all employees concerning pertinent airport and Federal Aviation Administration rules and regulations. Successful bidder shall comply with all rules and directives issued by the Department of Airports. All pertinent local, state, and federal safety requirements shall be observed in the performance of their duties.

**TRAINING**

Palm Beach County Department of Airports shall provide annual airfield safety training for all successful bidder's employees working on the airfield. They shall attend and satisfactorily pass annual training, and shall attend any additional classes deemed necessary as a result of infractions or violations while working on the airfield.

**MOTORIZED VEHICLES**

Vehicular traffic shall not cross active A.O.A. (Air Operations Area) (runways, taxiways, or aircraft parking area aprons). The successful bidder shall be responsible for the actions of its employees and or subcontractors. Personnel who do not abide by airport rules and regulations are subject to termination and/or prosecution.

Motorized vehicles and equipment operating on the airfield shall not exceed ten (10) mph.

Aircraft shall have priority over all motorized vehicles and equipment.

**DEBRIS**

Waste and loose material capable of causing damage to aircraft shall not be placed on active A.O.A. areas.

**ACCIDENTS**

All accidents causing personal injury or property damage shall be reported to the appropriate public entities and PBC Department of Airports immediately.

**SECURITY**

The successful bidder shall be responsible for the security of his/her equipment and materials. They shall also be responsible for the security of all gates utilized.

Federal Aviation Act of 1958, Section 901, 49 USC 1371, gives the FAA authority to place a fine on any airport found to be in breach of a security requirement. The successful bidder shall reimburse the airport for the full amount of any fines placed on them due to negligence on the part of the successful bidder. Fines may be placed on the airport for such things as gate and fence damage.

**AVIATION RADIO COMMUNICATION**

A minimum of one (1) employee shall have a two-way working aviation radio capable of communicating and monitoring aviation radio traffic on Lantana ground control frequency 122.700 MHz, and the ability to communicate with his/her employees while working on the airfield. While Lantana Airport has no FAA tower, all aviation activity communicates via a Unicom operation.

**SCHEDULING AIRSIDE CUTS**

Airside maintenance, mowing and trimming shall be scheduled at least forty-eight (48) hours in advance with the designated airport representative. Scheduled and approved maintenance times for safety areas, taxiways, runways, aviation lighting and equipment shall be strictly adhered to in order to provide ample time for the Department of Airport Operations Division to coordinate with the airport fixed based operator and airmen. No airside work shall commence without scheduling and prior approval. No modifications in scheduling shall be permitted after initial approval without the designated airport representative's approval. Designated airport representative may also require advanced tentative scheduling for future airfield maintenance.

**INFRACTIONS – VIOLATIONS**

Failure to comply with rules and regulations can result in FAA fines and employee removal from all airside access.

**PAYMENT SCHEDULE**

The successful bidder shall submit invoices for processing on or after the first of the month, for the previous month's service. All services included under the contract shall be itemized on the monthly billing, including dates on which work was performed. Failure to indicate the service date may cause a rejection or delay in the processing of the payment request. There are no provisions in the contract for partial payments. **All** work shall be completed on **all** service location areas contained within an individual lot, or the entire lot may not be considered for payment. Successful bidder shall clearly indicate the date of each service visit on their invoice for payment. Invoices submitted after forty-five (45) calendar days shall not be considered for payment.

**COUNTY ACCEPTANCE**

Payment shall be rendered ONLY upon the County's acceptance of the completed service. 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.

**PAYMENT**

Payment will be based on the unit prices offered on the response pages. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of services rendered. Price shall include, but is not limited to, all labor, equipment, travel/mileage, fuel/oil, insurance, taxes, fees, transportation, suspensions or delays, mobilization, demobilization, and other facilities and services necessary to fully complete the services, as specified herein. No additional compensation shall be offered or paid.

**DOCUMENTATION**

The successful bidder shall provide a receipt to the using department. The receipt shall be signed by the designated airport representative or his/her designee as acknowledgment of services completed. Receipts dated in excess of one day after work has been completed may not be accepted.

If the designated airport representative or his/her designee is not available during the service, the receipt must be faxed to (561) 471-7478 within twenty-four (24) hours upon completion of the service. When work is completed on a recognized Palm Beach County holiday, the same shall apply.

**BID RESPONSE  
IFB #19-067/HS**

**GROUNDS MAINTENANCE AT PALM BEACH INTERNATIONAL AIRPORT (PBIA), BELVEDERE ROAD MEDIAN, AND LANTANA AIRPORT, TERM CONTRACT**

**LOT #1 BELVEDERE ROAD MEDIAN**

ITEM NO.	DESCRIPTION	12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Grounds Maintenance at PBIA Belvedere Road Median, as specified herein.	29	CUT	\$ _____	\$ _____
<b>TOTAL OFFER LOT #1:</b>					<b>\$ _____</b>

**LOT #2 PALM BEACH INTERNATIONAL AIRPORT PROPERTY**

ITEM NO.	DESCRIPTION	12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Grounds Maintenance at property on Country Club Rd. between Belvedere Rd. and Cherry Rd., as specified herein.	16	CUT	\$ _____	\$ _____
2.	Grounds Maintenance at property between Military Trail, Haverhill Rd and Southern Blvd., as specified herein.	16	CUT	\$ _____	\$ _____
3.	Grounds Maintenance at property off Belvedere Rd., adjacent the median strip, as specified herein.	16	CUT	\$ _____	\$ _____
<b>TOTAL OFFER LOT #2:</b>					<b>\$ _____</b>

**LOT #3 LANTANA AIRPORT LANDSIDE**

ITEM NO.	DESCRIPTION	12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Grounds Maintenance, Landside, at Lantana Airport, as specified herein.	29	CUT	\$ _____	\$ _____
2.	Fertilization, Landside "All Lawn Areas" (Turf) 16-4-8, slow release, with micro-nutrients March and September, rate per package directions, as specified herein.	2	EA	\$ _____	\$ _____
3.	Fertilization, Landside "Hedges, Shrubs, Palms, Pines" 8-4-8, slow release, with micro-nutrients, March and September, rate per package directions, as specified herein.	2	EA	\$ _____	\$ _____
4.	Fertilization, Landside "Flowering Shrubs" 8-4-8, slow release, with micro-nutrients, March, June, September and December, rate per package directions, as specified herein.	4	EA	\$ _____	\$ _____
5.	Fertilization, Landside "All Shade Trees" 6-6-6, slow release, with micro-nutrients, March, July and December. Rate: one pound (1lb) per one inch (1") of tree trunk caliper. Measured caliper at three feet (3ft) above finish grade, as specified herein.	3	EA	\$ _____	\$ _____
6.	Mulching, Landside "All Ground Cover, Shrubs, Tree Rings, Plant Beds, And All Other Existing Mulched Areas" Pine Or Cypress Mulch. Minimum three inches (3") deep, as specified herein.	2	EA	\$ _____	\$ _____
<b>TOTAL OFFER LOT #3:</b>					<b>\$ _____</b>

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...

Firm Name: \_\_\_\_\_

**BID RESPONSE  
IFB #19-067/HS**

**GROUNDS MAINTENANCE AT PALM BEACH INTERNATIONAL AIRPORT (PBI), BELVEDERE  
ROAD MEDIAN, AND LANTANA AIRPORT, TERM CONTRACT**

**LOT #4 LANTANA AIRPORT AIRSIDE**

ITEM NO.	DESCRIPTION	12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Grounds Maintenance, Airside, at Lantana Airport, as specified herein.	12	CUT	\$ _____	\$ _____
2.	Grounds Maintenance, Additional Airside Cuts, at Lantana Airport, as specified herein.	5	CUT	\$ _____	\$ _____
3.	Grounds Maintenance, Additional Airside Trimming Around Lights, at Lantana Airport, as specified herein.	10	CUT	\$ _____	\$ _____
<b>TOTAL OFFER LOT #4:</b>					<b>\$ _____</b>

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Site Inspection was made, per Term #9?

YES/INITIAL \_\_\_\_\_

Acknowledge Qualification of Bidders information is included, per Term #10?

YES/INITIAL \_\_\_\_\_

Acknowledge Criminal History Records Check requirement, per Term #11?

YES/INITIAL \_\_\_\_\_

Acknowledge Insurance requirements, per Term #17?

YES/INITIAL \_\_\_\_\_

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

Per General Term and Condition #3n., the undersigned hereby certifies that the information set forth in General Term and Condition #3n. is true and correct to the best of my knowledge. **[ ] Check, if agreed to and acknowledged.**

Per General Term and Condition #3n., if there has been within the immediate past 4 years a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the undersigned discriminated against its subcontractors, vendors, suppliers or commercial customers, then the undersigned shall attach a description of the status or resolution of that complaint, including any remedial action taken. **[ ] Check, if attachment.**

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

**\* SIGNATURE:** \_\_\_\_\_

PRINT NAME:

PRINT TITLE:

ADDRESS: \_\_\_\_\_

CITY / STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE # (      )

E-MAIL:

TOLL FREE # (      )

FAX #: (      )

APPLICABLE LICENSE(S) NUMBER # \_\_\_\_\_ TYPE: \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_

**ATTACHMENT 1****AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR GOODS AND OTHER SERVICES**

The API(s) approved for this project is/are listed below. Any response that fails to comply with this API requirement(s) after the period allowed for waiver requests has lapsed, shall be deemed non-responsive.

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at: <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

**SBE Price Preference - Goods and Other Services Contracts**

The contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid.

## QUALIFICATION OF BIDDERS REFERENCES FOR IFB #19-067/HS

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> <b>FAX:</b>	<b>CELL PHONE:</b> <b>EMAIL:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> <b>FAX:</b>	<b>CELL PHONE:</b> <b>EMAIL:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

<b>REFERENCE NAME:</b>		
<b>ADDRESS:</b>		
<b>CONTACT NAME:</b>		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
<b>CONTACT INFORMATION:</b>	<b>PHONE:</b> <b>FAX:</b>	<b>CELL PHONE:</b> <b>EMAIL:</b>
<b>SCOPE OF WORK:</b>		
<b>CONTRACT DATES:</b>		

**FIRM NAME:** \_\_\_\_\_

**CERTIFICATION OF BUSINESS LOCATION**  
**IFB #19-067/HS**

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote 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 bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder 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 bidders for additional information related to this requirement after the bid/quote due date.

I. Bidder is a: \_\_\_\_\_

Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

\_\_\_\_\_ Headquarters located in Palm Beach County  
 \_\_\_\_\_ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

\_\_\_\_\_ Headquarters located in the Glades  
 \_\_\_\_\_ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by \_\_\_\_\_, as  
 (Name of Individual)

\_\_\_\_\_, of \_\_\_\_\_  
 (Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

**DRUG-FREE WORKPLACE CERTIFICATION**  
**IFB #19-067/HS**

**IDENTICAL TIE BIDS/QUOTES** - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/quotes 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 pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids/quotes are received from vendors who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids/quotes.

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

Whenever two (2) or more bids/quotes 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 bid/quote 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 \_\_\_\_\_ the  
(Individual's Name)  
\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# OEBO SCHEDULE 1

## LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: \_\_\_\_\_

NAME OF PRIME RESPONDENT/BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT** ON THIS PROJECT.  
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					Other (Please Specify)
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian		
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	

(Please use additional sheets if necessary)

Total \_\_\_\_\_

Total Bid Price \$ \_\_\_\_\_

Total SBE - M/WBE Participation \_\_\_\_\_

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_

Signature

Title

- Note:
1. The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

Revised 02/28/2019

**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 as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document.** All Subcontractors/Subconsultants, including any tiered Subcontractors/Subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: \_\_\_\_\_

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Name of Prime: \_\_\_\_\_

**(Check box(es) that apply)**

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): \_\_\_\_\_

The undersigned affirms they are the following (select one from each column):

**Column 1**

**Column 2**

☐ Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Hispanic American ☐ Native American

**S/M/WBE PARTICIPATION** – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/Subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

**If the undersigned intends to subcontract any portion of this work to another Subcontractor/Subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.**

\_\_\_\_\_  
**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/Subconsultant** Price or Percentage: \_\_\_\_\_

\_\_\_\_\_  
 Print Name of Prime

\_\_\_\_\_  
 Print Name of Subcontractor/Subconsultant

By: \_\_\_\_\_

Authorized Signature

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**OEBO SCHEDULE 3  
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING \_\_\_\_\_ PROJECT # \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

PRIME CONTRACTOR NAME \_\_\_\_\_

PROJECT SUPERVISOR \_\_\_\_\_

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

Additional Sheets May Be Used As Necessary

I hereby certify that the above information is accurate to the best of my knowledge \_\_\_\_\_  
(Signature)
(Title)

**NOTE:** Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

## OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/Subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/Subconsultant. All named Subcontractors/Subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify  
that \_\_\_\_\_ received a  
(Subcontractor/Subconsultant Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_ . \_\_\_\_\_ for \_\_\_\_\_ Drawn  
(Month)

On \_\_\_\_\_ from \_\_\_\_\_  
MM DD YYYY (Prime Contractor Name)

for labor and/or materials used on \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Work/Task Order/Project Number)

DEPT.: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

**If the undersigned intends to distribute any portion of this payment to another Subcontractor/Subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.**

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/Subconsultant Price or Percentage: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Subcontractor/Subconsultant) (Name & Title of Person executing on behalf of Subcontractor/Subconsultant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

**ATTACHMENT "A"**

**PBIA PROPERTY ON COUNTRY CLUB ROAD BETWEEN BELVEDERE ROAD AND CHERRY ROAD**





**ATTACHMENT "B"**

PBIA PROPERTY BETWEEN MILITARY TRAIL, HAVERHILL, AND SOUTHERN BOULEVARD



**ATTACHMENT "C"**

PBIA PROPERTY OFF BELVEDERE ROAD ADJACENT TO THE MEDIAN STRIP



**ATTACHMENT "D"**  
**SITE INSPECTION REPORT**

**DATE:** \_\_\_\_\_ **VENDOR NAME:** \_\_\_\_\_ **DATE OF SERVICE:** \_\_\_\_\_

**CONTRACT EVALUATOR:** \_\_\_\_\_

<b>LANDSCAPING</b>	<b>COMPLETED</b>	<b>NOT COMPLETED</b>	<b>COMMENTS</b>
Adherence to Mowing Schedule			
Turf Height & Condition			
Trimming			
Pruning of Landscape Plants			
Edging			
Grass Clippings			
Blow or Vacuum Curbs			
Removal of all Trash, Litter & Debris			
<b>PEST MANAGEMENT</b>	<b>COMPLETED</b>	<b>NOT COMPLETED</b>	<b>COMMENTS</b>
Weed Control Planted Area			
Weed Control Non-Planted Areas			
Removal of Plant Material			
Debris Removal/Trash/Litter			
Wildlife & Native Plant Life			
Preservation/Natural Area			
<b>IRRIGATION</b>	<b>COMPLETED</b>	<b>NOT COMPLETED</b>	<b>COMMENTS</b>
Operating Condition			
Trim Around Sprinkler Heads			
<b>FERTILIZER AS NEEDED</b>	<b>COMPLETED</b>	<b>NOT COMPLETED</b>	<b>COMMENTS</b>
Two times per year			
<b>MULCHING AS NEEDED</b>	<b>COMPLETED</b>	<b>NOT COMPLETED</b>	<b>COMMENTS</b>
One time per year			

**General Comments:**

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