



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



**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

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

Form L

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 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

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**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 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>
TOTAL FACTORED RATE FOR ITEMS 1 – 8					<u>\$20,771.73</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.

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)**

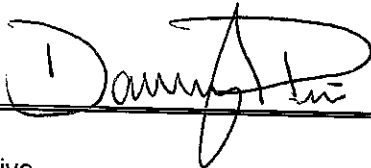
By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in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

REFERENCE NAME:	Palm Beach International Airport Maintenance of Airport Facilities and Systems		
ADDRESS:	Palm Beach County Department of Aviation, Building D., Palm Beach, FL 33406		
CONTACT NAME:	Chuck Kenfield		
CONTACT INFORMATION:	PHONE: 561-471-7472	CELL PHONE:	
	FAX: 561-471-7469	EMAIL: ckenfield@pbia.org	
SCOPE OF WORK:	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		
CONTRACT DATES:	Start 09-01-2011 extended through 12-31-2016		

REFERENCE NAME:	Northwest Florida Beaches International Airport - Airport Gate Services and Conveyor System Operation and Maintenance Program		
ADDRESS:	6300 West Bay Parkway, Panama City, FL, 32409		
CONTACT NAME:	Richard A. McConnell, A.A.E.		
CONTACT INFORMATION:	PHONE: 850-636-8950	CELL PHONE:	
	FAX: 850-785-5674	EMAIL: rmccconnell@pcairport.com	
SCOPE OF WORK:	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.		
CONTRACT DATES:	November 2013 through December 2016		

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

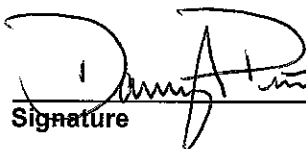
In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to,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

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 ERMC 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 & Associates, Inc.

(Print name of SBE/M/WBE Subcontractor)

By:

Signature

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"

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 printed 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, ERMCo 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:

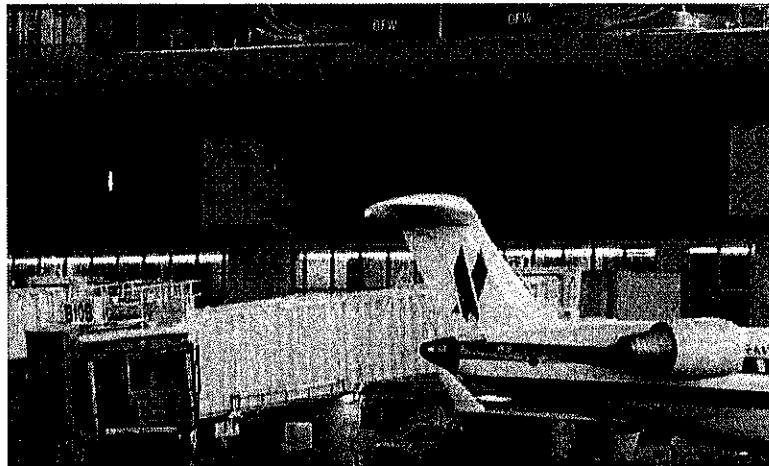
- Palm Beach International Airport – Palm Beach County
- Dallas Fort Worth International Airport – Terminal B
- Northwest Florida Beaches International Airport
- Dallas Love Field – Southwest Airlines
- San Francisco International Airport – Southwest Airlines
- Baltimore Washington International Airport – 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:

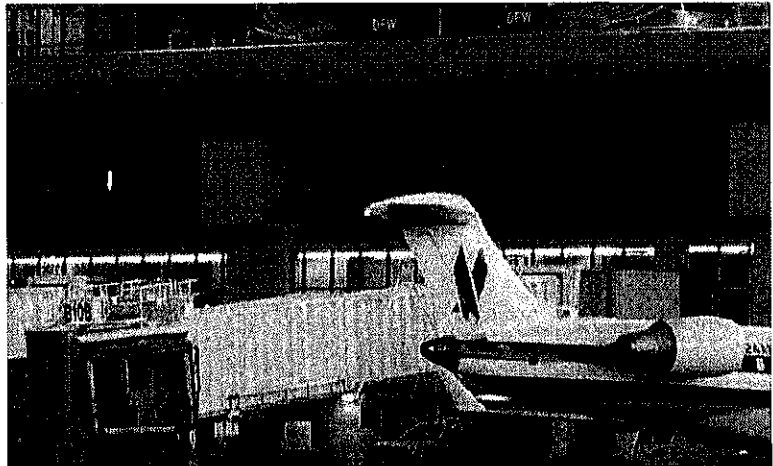
September, 2013

Contract Status:

1 Year Contract with 2/1 Year Options

Contract Type:

Onsite Operation, Maintenance & 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**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 & Repair

PBB Manufacturer:

JBT Corporation & 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:

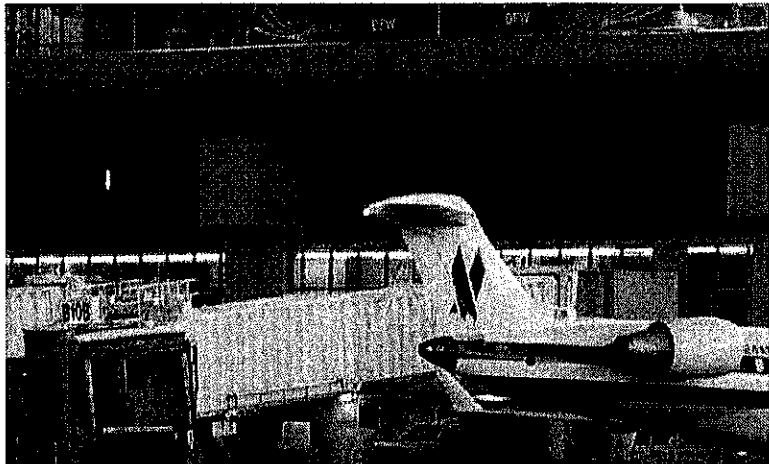
September, 2015

Contract Status:

5 Year Contract

Contract Type:

Onsite Operation, Maintenance & 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 & 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 & 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 & 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:

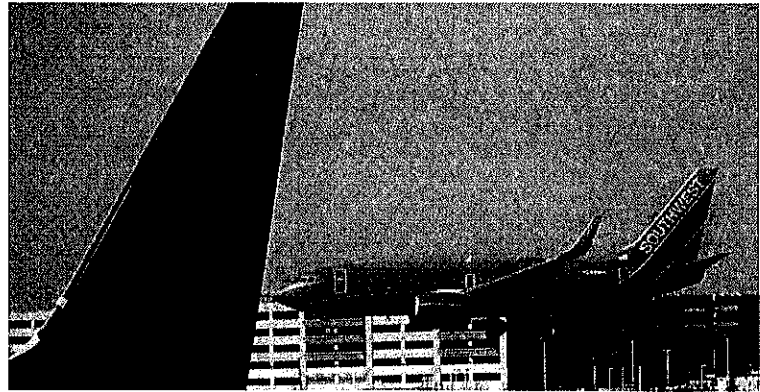
3 Year contract extension 2016

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 & 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	
Search for a Licensee Apply for a License View Application Status Find Exam Information File a Complaint AB&T Delinquent Invoice & Activity List Search			
Licensee Details			
License Information			
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:			
License Information			
License Type:	Certified General Contractor		
Rank:	Cert General		
License Number:	CGC1519621		
Status:	Current, Active		
License Date:	04/21/2011		
Expires:	08/31/2018		
Special Qualifications		Qualification Effective	
Construction Business		04/21/2011	
Alternate Names			
View Related License Information			
View License Complaint			



**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. 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](#)**

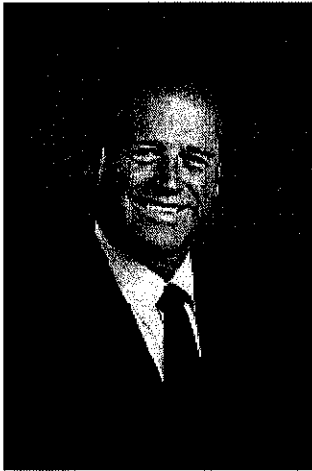
1940 North Monroe Street, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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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 ERMCI, began his own security company in 1973 and within two years expanded into janitorial services and facility maintenance. ERMCI was founded in 1993.

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

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

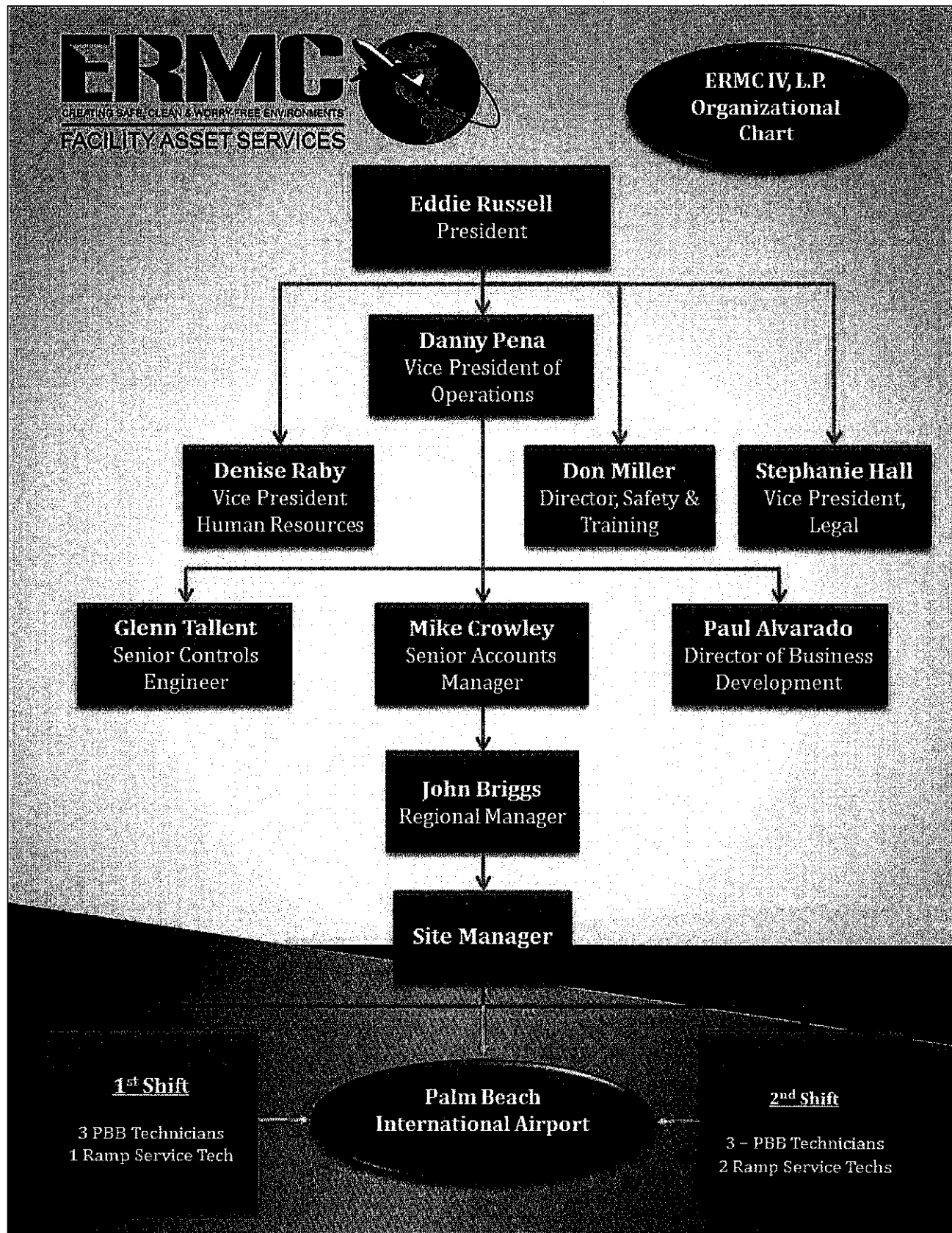
Russell Security Co. IV, Inc. is a Tennessee corporation. Emerson Russell and Angela Russell collectively own 100% of the issued and outstanding stock of this corporation.

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)

ERMCI 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 ERMCI 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

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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COMBINED STATEMENTS OF INCOME	5
COMBINED STATEMENTS OF CHANGES IN PARTNERS' EQUITY	6
COMBINED STATEMENTS OF CASH FLOWS	7
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**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

ASSETS		
	2015	2014
CURRENT ASSETS		
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>
PROPERTY AND EQUIPMENT	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>
OTHER ASSETS		
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>
TOTAL ASSETS	<u>\$ 18,609,493</u>	<u>\$ 24,386,921</u>

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

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

DECEMBER 31, 2015 AND 2014

LIABILITIES AND PARTNERS' EQUITY

	2015	2014
CURRENT LIABILITIES		
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>
LONG-TERM LIABILITIES		
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
PARTNERS' EQUITY	<u>1,671,858</u>	<u>4,277,837</u>
TOTAL LIABILITIES AND PARTNERS' EQUITY	<u>\$ 18,609,493</u>	<u>\$ 24,386,921</u>

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

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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.

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

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

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

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

YEARS ENDED DECEMBER 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
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>
CASH FLOWS FROM INVESTING ACTIVITIES		
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>
CASH FLOWS FROM FINANCING ACTIVITIES		
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>
NET CHANGE IN CASH AND CASH EQUIVALENTS	<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>
SUPPLEMENTAL DISCLOSURES		
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.

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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)

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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)

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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

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:

ORIGINAL

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



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Board of County Commissioners

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



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #16-071/LC**

MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT

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

BID SUBMISSION DATE: October 13, 2016 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>. 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

BID # <u>16-071/LC</u>	BID TITLE: MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: LAURA CATES		TELEPHONE NO.: (561) 616-6817
FAX NO.: (561) 242-6717	E-MAIL ADDRESS: Lcates@pbcgov.org	

All bid responses must be received on or before October 13, 2016, prior to 4:00 p.m., Palm Beach County local time.
SUBMIT BID TO: Palm Beach County Purchasing Department, 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 obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

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. **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-2014-1421, as may be amended, the successful bidder warrants and represents that 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 and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the 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.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility

determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The 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.

- e. **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."
- f. **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.

- g. **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 of County Commissioners 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.

- h. **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.
- i. **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 this Contract. Neither the County nor the successful bidder shall

assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- j. **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.

- k. **PUBLIC RECORDS, ACCESS AND AUDITS:** 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, etc) must be specifically identified as such. Upon receipt of a public records request for information the bidder has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Bidder's place of business.

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 this 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 this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- I. **INCORPORATION, PRECEDENCE, JURISDICTION:** 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 held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- m. **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 this contract, or from any other matter generated by or relating to this contract.
- n. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- o. **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 of this Invitation for Bid, 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 on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, 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 this Contract shall be imposed, pursuant to F.S. 287.135.

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 this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the 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. **SBE BID DOCUMENT LANGUAGE**

Item 1 – Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the

market.

Item 2 – SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

Item 3 – Ranking of Responsive Bidders

Bidders who meet the SBE goal will be deemed to be responsive to the SBE requirement.

- a. In evaluating competitive bids or quotes between \$1,000 and one million dollars (\$1,000,000) where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement as long as the bid does not exceed the low bid amount by 10%. In the event there are no bidders responsive to the SBE requirement, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).
- b. In evaluating bids in excess of one million dollars (\$1,000,000), where the low bidder is non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirements provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000). In the event there are no bidders responsive to the SBE goal, the contract shall be awarded to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the lowest responsive bid by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 – Bid Submission Documentation

SBE bidders, bidding as prime contractors, 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 any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 – List of Proposed SBE and M/WBE Participation

This list shall contain the names of the SBE Prime SBE and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

(Only Job Order Contracting (JOC) contracts and Task Authorizations for annual contracts may be excluded from this requirement.)

Schedule(s) 2 – Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be performed, the cost and / or percentage. If the SBE intends to subcontract any portion of the job to another certified SBE, or non-SBE, they are required to list the amount and the name of the subcontractor on this form. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor. Additional sheets may be used as needed. In lieu of a Schedule 2, a detailed responsive proposal may be acceptable.

Item 5 – SBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

Item 6 – Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- a. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE. Prior to issue, total dollar value of a contract will be determined by the PBC user department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts.
- b. The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.
- c. The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- d. The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- e. The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier / distributor that produces goods from raw materials or substantially alters the goods before resale).
- f. The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers / distributors that are not manufacturers.
- g. The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- h. The County or Prime may only count toward its SBE goal the goods and services in which the SBE is certified and performs with its own forces.

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A Schedule 4 for each SBE sub shall be completed and signed by the proposed SBE after receipt of payment from the Prime. If a SBE subcontractor intends to disburse any funds associated with this payment to any subcontractor for labor provided on this contract, the amount and name of the subcontractor must be listed on this form. In addition, if the named subcontractor is a certified SBE, then a Schedule 4 shall be completed and signed by the named SBE after receipt of

payment from the SBE subcontractor. When applicable, the Prime shall submit this form with each application submitted to the County for payment to document payment issued to a sub in the performance of the contract.

All bidders hereby assure that they will meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE 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 SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 – SBE Substitutions

After contract award, the successful bidder will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

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. 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 unless modified by a special condition.
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, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency 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 in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.

m. SALES PROMOTIONS / PRICE REDUCTIONS: 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, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.

n. SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY: The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; **OR**
2. In the event that the successful bidder **does not** have a written non-discrimination policy, the successful bidder shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The successful bidder shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The successful bidder's failure to satisfy the requirements set forth in this Section 3.n. shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered a default of contract.

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.pbcgov.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 protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

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 of County Commissioners 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.

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://pbcvssp.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 pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

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 of County Commissioners.

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 this 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

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. INSPECTION OF SITE(S) (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 International Airport Level 2 Conference Room, 1000 Turnage Boulevard, West Palm Beach, FL 33406 on _____ commencing at 1:00 PM. **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. Bidders are reminded that statements and information provided at this meeting/inspection are not binding unless issued in writing as an amendment to the Bid.

NOTE: Attendees will be accessing secured areas at the Airport and subject to search.

All interested parties/bidders shall sign an attendance sheet. The attendance sheet will be collected at 1:10 PM (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. Bidder shall submit a detailed corporate resume outlining their ability to successfully service, maintain and repair various airport facilities systems including passenger loading bridges, 400 Hertz ground power, aircraft cabin air systems and associated electric power distribution, mechanical and plumbing facilities and systems at a facility with a minimum of 560,000 square feet and inclusive of a minimum of twenty (20) passenger loading bridges and showing evidence of a minimum five (5) years experience. The corporate resume shall include, at a minimum, the following:
- Verifiable experience in the field of facility maintenance and repair, especially mechanical and electrical maintenance and repair of loading bridges, cabin air and 400 Hertz aircraft ground power systems.
 - A minimum of three (3) currently active references in which the services specified herein have been provided within the last five (5) years including scope of work, contact names, addresses, email address, telephone numbers, cell phone numbers and dates of service. 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.

NOTE: Submitted references shall be evaluated according to specifications herein. County reserves the right to visit reference sites.

B. The bidder must provide written evidence (copies of current license/certifications) that show that the firm (bidder) or a principal in the firm is licensed to contract the scope of work/services in Palm Beach County with one (1) of the following:

- General Contractors License
- Building Contractors License.

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

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

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

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

The fees are as follows: Criminal history check and fingerprinting - \$40.00 (company check, credit card or money order only). Annual badge fee - \$15.00, recurrent background check every two years \$40.00. Lost badge replacement - \$75.00. Non-Returned badges fee \$100.00. The successful bidder shall be responsible for these fees. In addition, all badges must be returned to the Department of Airports, Security Office upon termination of services or removal of any employees due to security violations. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all *person* meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

1. The successful bidder, its subcontractors, and all their employees shall be subject to all rules, regulations, policies and procedures pertaining to security at Palm Beach International Airport. Any Violation or disregard for rules, regulations or policies may be cause for immediate termination. http://palmbeach.fl.elaws.us/code/coord_apx333568_apxb
2. All personnel, vehicles, materials, tools, packages etc. brought onto and/or removed from Airport property may be subject to inspection by a Security Officer. Firearms, explosives and prohibited items defined by The Department of Homeland Security shall NOT be brought onto the Airport's property. **VIOLATORS WILL BE PROSECUTED.**

3. All successful bidder's employees shall have in their possession a valid security badge with the Escort designation. The successful bidder shall be responsible for, at its own expense, obtaining the proper security clearance, fingerprinting, training, badges required to access the restricted areas of the airport including the Air Operations Area (AOA), Security Identification Display Area (SIDA), Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. The contractor's employees, including new hires, must be legal to work in the United States. The contractor shall confirm citizenship of all foreign-born employees and alien numbers (Green Card), if not US citizen. PBIA Security Office is located on level two in the main terminal facility (561-471-7481).

12. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis, based on the total factored rate. Therefore, it is necessary for a bidder to bid on every item 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 the entire bid will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item, they will be considered non-responsive.

13. INVOICES

When invoicing the County for goods purchased under this solicitation, the successful bidder must provide complete, accurate invoices which must include for every item purchased a unique catalog number, a definitive description, the catalog/list price, and the invoiced price. If the applicable catalog does not provide unique numbers, the description of the item must be sufficiently accurate to specifically identify the goods provided to the County. Example: Invoice shall include:

<u>Item #</u>	<u>Description</u>	<u>Part #</u>	<u>List Price</u>	<u>Discount</u>	<u>Discount Price</u>	<u>Qty</u>	<u>Total</u>
1.	Sony speaker	#123	\$50.00	50%	\$25.00	3	\$75.00

Invoices shall be submitted to the COUNTY's representative within sixty (60) days of the date work was performed. Invoices older than sixty (60) days may be rejected.

The successful bidder's invoices shall be accompanied by evidence reasonably satisfactory to the County of the charges incurred by the successful bidder for the parts and materials, including copies of original receipts and accompanied with any applicable equipment serial numbers on their invoices.

14. AUDIT

All items sold to Palm Beach County as a result of this bid award are subject to post sale audit adjustment. In the event an audit indicates the successful bidder has not honored quoted price lists and discounts, the successful bidder shall be liable for any and all overage charges, and may be considered in default of this contract.

15. TIME AND MATERIAL CONTRACT (MATERIAL PRICING)

The price to be paid for materials sold to Palm Beach County as a result of this bid award shall be based on the bidder's cost with established markup of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the bidder shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. In no event shall the prices, based on cost, exceed the bidder's price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

Upon the Contract Administrator's approval, parts and materials used to repair and maintain these systems will be:

- A. Furnished by the County; or
- B. Furnished by the successful bidder at the bidder's cost with established markup and separately invoiced by the successful bidder to the County.

16. 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.

17. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

18. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$720,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

19. 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.

20. WARRANTY

The successful bidder shall fully warrant all labor and equipment furnished hereunder against defect in materials and/or workmanship for a period of a minimum one (1) year from date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County, immediately upon written notice from the Director of Purchasing.

21. ATTACHMENT(S)

Attachments A thru J are included and are considered to be a component of this bid.

22. WORK SITE 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 work site(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. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

23. 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 Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbcc@instracking.com or fax (562) 435-2999, 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 **\$5,000,000** Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than **\$5,000,000** Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event 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. 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
BID #16-071/LC**

MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT

1. PURPOSE AND INTENT:

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing for repair, parts, maintenance & services and a firm, fixed hourly rate for trades work on an as needed basis for Palm Beach International Airport (PBIA).

2. GENERAL INFORMATION:

Successful bidder shall provide full maintenance, repairs, parts, modifications and/or additions to passenger boarding bridges, 400 Hertz ground power, cabin air systems and facility systems at PBIA. Service shall be provided on a twenty-four (24) hour per day, seven (7) days per week basis with maximum allowable response time for the duration of the contract period.

The successful bidder shall be able to respond to all requests for maintenance, repair, modifications, refurbishing, and/or replacement of all covered equipment listed in this solicitation on a twenty-four (24) hour per day, seven (7) days per week basis. This shall be accomplished through the use of primarily on-site personnel provided by the successful bidder. The successful bidder shall furnish staffing, tools, equipment and any other resources deemed necessary to provide response and to resolve any and all requests for service and maintenance on all covered equipment and systems.

The successful bidder shall be responsible for furnishing any and all spare or replacement parts and components for covered systems and equipment. Parts furnished by the successful bidder shall be invoiced monthly to the County for reimbursement at the successful bidder's cost per terms and conditions herein.

3. GENERAL:

- 3.1 The County shall assign a Contract Administrator or designee to oversee the requirements of this contract. A Contract Inspector may also be assigned to assist the County in reviewing or monitoring the work performed by the successful bidder. The Contract Administrator will review all work reports furnished by the successful bidder, and will assure that the successful bidder meets all the requirements of the contract, as stated herein. The Contract Administrator will review all invoices submitted for approval by the successful bidder, and shall be the approving authority for all requisitions. The Contract Administrator will monitor all contractual expenses and will make periodic inspections of equipment and systems that the successful bidder is responsible for maintaining.

4. SCOPE OF WORK / SERVICES:

- 4.1 The successful bidder shall perform routine system modifications, refurbishments or additions as requested by the County, at the PBIA Main Terminal for the following systems (described in detail under SPECIAL CONDITIONS, of this solicitation):
 - a. Passenger Boarding Bridges
 - b. Central Gates 400 Hertz & 28 volt Electrical Systems
 - c. Cabin Air Conditioning System
 - d. Other facilities systems & equipment as described
- 4.2 The successful bidder shall perform routine service tasks in accordance with the intervals defined by the manufacturer's recommended frequencies specified for each piece of covered equipment. Where discrepancies in maintenance frequency or procedures occur, the manufacturer's recommendations shall prevail. Where manufacturer's service recommendations are not available or do not apply, frequencies or procedures will be determined by the County.
- 4.3 The successful bidder shall be responsible for the response and performance of all services to limit equipment down time and inconvenience to airport tenants, passengers and employees. Equipment is expected to be in proper operating condition at all times unless written approval has been granted by the Contract Administrator.
- 4.4 For the purposes of this contract, in addition to the routine maintenance and repair services listed above, routine services shall also be defined as, but not limited to: cleaning, rust control, painting, modifying and adjusting specified equipment; performing routine housekeeping (i.e., cleaning work area, cleaning tools and equipment, etc.) in assigned areas; performing inventory and equipment inspections; and other cleaning/repair tasks as reasonably requested by the County.

- 4.5 Corrosion control shall be inclusive to all gates and equipment painted during the airports capital improvement painting project in 2015, 2016 and 2017 for items not covered in the painting contractor's workmanship or paint manufacture warranty. Gates and equipment not yet painted completely under the capital improvement project shall be maintained and treated in a manner to increase life, safety and longevity until such time as the bridge and equipment has been completely painted during one of the capital improvement painting phases. Corrosion control on all other equipment included in the scope of work shall be covered in this contract and considered part of the routine services performed by the successful bidder. The successful bidder is expected to be aggressive in this area and work closely with the PBIA in establishing a rust/corrosion control detailed plan.
- 4.6 The requirements for routine services, as specified herein, and all other conditions and obligations of this contract, shall be considered minimum performance standards under the terms of this contract.

5. NON-PERFORMANCE OF ROUTINE SERVICES:

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

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

6. TEST EQUIPMENT AND SUBCONTRACTING:

- 6.1 The successful bidder shall utilize qualified personnel, the manufacturer, or an authorized/licensed subcontractor to maintain the two (2) Trane Centravac Chillers, which are part of the cabin air system. The successful bidder shall provide the County all documentation or certification of personnel, when contracted to work with PBIA equipment and systems.
- 6.2 The successful bidder shall be responsible for providing all hand-held test equipment necessary to diagnose and trouble-shoot system equipment. The County will provide 400Hertz and 28VDC load banks for testing aircraft ground power equipment, bogie jack, and A-frames.

7. WORK SCHEDULE:

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

8. DISCLOSURE OF INFORMATION:

- 8.1 The successful bidder shall not, during or after the term of this contract, disclose any proprietary information or confidential business information of the County, including but not limited to, its costs, charges, operating procedures and methods of doing business to any person, firm, corporation, association or other entity or to the general public for any reason or purpose whatsoever without the prior written consent of the County. Such confidential, sensitive or proprietary information received by the successful bidder shall be used exclusively in connection with the performance of the services specified herein.

- 8.2 The successful bidder shall not issue or release for publication any articles, advertising, or publicity matter relating to the services performed by the successful bidder hereunder, nor shall the successful bidder mention or imply the name of the County, its subsidiaries or affiliated companies or their respective personnel without the prior written consent of the County.

9. ENERGY CONSERVATION:

The successful bidder shall comply with all energy conservation practices of the County.

10. HOURS: REGULAR - OVERTIME - HOLIDAYS:

- 10.1 The successful bidder shall perform the services required by this contract twenty-four (24) hours per day, 365 days per year including all holidays observed by the County and the successful bidder, unless otherwise specified by the County.
- 10.2 Regular hours shall be defined as 6:30AM – 10:30PM seven (7) days per week, forty-eight (48) man hours per day minimum, 40 hours per week, per employee.
- 10.3 Overtime shall be time during which a full-time employee works beyond their scheduled work shift and in excess of 40 hours per week. Temporary changes in shift times, as reasonably requested by the County to minimize the impact on airport operations shall not be considered overtime unless such shift change causes the employee to exceed 40 hours per week under this contract.
- 10.4 All overtime shall be approved in advance by the Contract Administrator. Vacation time, scheduled and approved in advance, shall be considered as time worked when calculating overtime. Holidays shall be those days observed by the County.
- 10.5 Overtime shall be paid at a rate of 1.5 times the awarded hourly rate, per man, for actual time worked.

11. KEY CONTROL:

- 11.1 The successful bidder shall secure all keys, key cards, codes, and other entry devices provided by the County. The successful bidder shall maintain a record of the key numbers issued to its employees.
- 11.2 The successful bidder shall not duplicate nor allow keys, key cards, codes, and other entry devices to be duplicated.
- 11.3 The successful bidder shall immediately report to the County any item that becomes lost, missing or stolen. Should the successful bidder lose or have any keys stolen, the cost of changing locks or replacement of keys shall be deducted from the successful bidder's invoice to the County for the work performed under the contract.

12. SUCCESSFUL BIDDER'S ACCESS:

- 12.1 Access routes, entrance gates or doors, parking and storage areas, etc., to the Airport facility, and any imposed time limitations (i.e. customs, etc) shall be designated by the County. The successful bidder shall conduct its operations in strict observation of the access routes and other areas of access that are established.
- 12.2 The successful bidder shall ensure that under no circumstances shall successful bidder's employees enter or move upon any area not authorized by the County for access to the successful bidder.

13. DELIVERY OF SUPPLIES:

The successful bidder shall schedule all supply deliveries during times that cause minimal disruption and inconvenience to airport operations. The County shall have the unilateral right to define certain times during each twenty-four (24) hour period when deliveries will be prohibited.

14. PARTS & MATERIAL ACQUISITION MARKUP:

- 14.1 The successful bidder shall have the ability to furnish all parts and materials necessary to perform repairs and routine services. Parts and materials procured by the successful bidder that are integral to the covered equipment shall be invoiced to the County at the successful bidder's cost. A mark up shall be allowed at the below established percentages. Invoices submitted for parts and materials shall include documentation reasonably satisfactory to the County of the successful bidder's actual cost.
- a. \$0 - \$50.00 the markup cannot exceed 15%
 - b. \$501.00 - \$5000.00 the markup cannot exceed 10%
 - c. \$5001.00 and over the markup cannot exceed 5%
- 14.2 The successful bidder shall not artificially split purchases in order to receive a higher markup percentage. This information will be closely monitored by the Contract Administrator.
- 14.3 Notwithstanding any provision of this solicitation to the contrary no payment will be paid by the County, and the successful bidder shall not bill for any item or service which has not been requested in writing and approved by the County. Only items delivered by the successful bidder, and put to its intended use or entered as stock inventory shall be billable upon approval of the County. No additional payment or markup will be made to the successful bidder for those items of parts, materials, or supplies the County elects to provide to the successful bidder for use in the performance of the services.
- 14.4 The County shall have the option to require the successful bidder to obtain competitive bids from a minimum of three (3) sources on any single item or groups of items which may exceed \$100.00 in cost.
- 14.5 All parts and materials to be ordered by the successful bidder shall be submitted on successful bidder's requisition to the Contract Administrator for approval prior to purchasing. All replacement parts shall be new, Original Equipment Manufacturer (OEM) type. Repaired and rebuilt parts and assemblies shall be allowed, if, with the concurrence of the County, the repaired or rebuilt part is the equivalent to new OEM parts.
- 14.6 Any parts authorized to be ordered by the successful bidder and approved for reimbursement as per contract provisions, shall be installed and/or utilized for the maintenance or repair of airport systems or equipment. Any parts that are provided in this manner and not put to immediate use shall be turned over to the Airports Maintenance Warehouse to be entered into airport stock as spare parts inventory. Inventory control shall be the responsibility of the County, and current inventory reports shall be furnished to the successful bidder upon request.
- The successful bidder may be allowed to stock minimum quantities of certain consumable parts upon approval of the County.

15. LABOR:

- 15.1 The successful bidder shall invoice the County for non-routine maintenance work on any facility systems based on the hourly rate on the bid response page. No additional markup shall be allowed for labor rates. Any such work shall be approved in writing by the Contract Administrator, or designee, prior to commencement of work.
- 15.2 The successful bidder shall not invoice the County for labor or project work, damage repairs or work beyond the scope of this contract, which, when performed during the course of regular hourly coverage as stated herein, does not constitute additional labor costs to the successful bidder. Additional labor costs shall be construed as overtime for regularly scheduled workers or additional personnel employed over and above that which was previously scheduled. The County shall reserve the right to require the successful bidder to furnish additional personnel for work beyond the scope of this contract in lieu of overtime for existing employees.

16. TOOLS, EQUIPMENT AND SUPPLIES:

- 16.1 The successful bidder shall furnish, at no additional cost to the County, all tools, equipment, lifts, vehicles, miscellaneous shop supplies, services, training, and technical support necessary to properly perform the routine services as specified herein. Miscellaneous shop supplies shall include, but not be limited to: cleaning supplies, office supplies, safety equipment, common nuts, bolts, screws and other

ordinary hardware; aerosol lubricants, rags, cleaners, flashlight batteries, and any other common/miscellaneous shop supplies necessary to perform the services specified herein. Capital improvement projects requiring special parts and supplies shall not be considered as consumable costs.

- 16.2 The successful bidder shall maintain on-site a complete set of operating and maintenance instructions for each type, brand and model of equipment, tool and item of supply used in the performance of the work required hereunder and shall provide the County upon request a photocopy of all such operating and maintenance instructions.
- 16.3 The successful bidder shall ensure that all tools, equipment and supplies used by its employees shall be used in accordance with the manufacturer's instructions and all applicable safety practices. All tools, equipment and supplies used by the successful bidder in the performance of these services shall meet all applicable safety requirements. All electrical equipment shall operate at full rated performance levels using existing building electrical circuits. It shall be the responsibility of the successful bidder to prevent the operation or attempted operation of electrical equipment or combinations of equipment which require power exceeding the capacity of existing electrical circuits.
- 16.4 The successful bidder shall develop and implement procedures and controls to ensure that all tools, equipment and supplies remain in clean and proper working condition at all times.
- 16.5 All equipment and tools shall have non-marking wheels, adequate bumpers and guards, if any, to prevent marking or scratching of fixtures, furnishings or building surfaces.

17. MINIMUM TOOLS REQUIRED:

The minimum required tools, equipment and supplies shall be present and in good operating condition at all times during the term of this contract and performance of work. The County may establish minimum quantities for the successful bidder to maintain at all times.

18. SUBCONTRACTING:

- 18.1 It is not the intent of this contract to allow subcontractors to perform routine maintenance or repairs on the covered equipment. The successful bidder shall have trained and experienced personnel on-site to respond to and initiate repairs on all the systems listed in a timely manner. However, if a subcontractor is necessary to assist with routine maintenance or repairs of specialized equipment, it shall be at the successful bidder's expense and shall not be subject to reimbursement by the County.

19. CHEMICALS

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

20. USE OF THE FACILITY:

- 20.1 Successful bidder acknowledges and agrees County makes no warranties or representations of any kind or nature regarding the condition of any equipment, tools or supplies that are owned by County and used by successful bidder during the term of this contract. Successful bidder's use of any equipment, tools or supplies owned by the County shall be at successful bidder's sole risk.

- 20.2 Successful bidder agrees to protect, defend, reimburse, indemnify and hold the County and its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character arising out of this contract or successful bidder's use of the Airport or any equipment, tools or supplies owned by County, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) or arising out of or incident to or in connection with successful bidder's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of successful bidder hereunder; provided, however, successful bidder shall not be responsible to the County for damages resulting out of bodily injury (including death) or damages to property which are judicially determined to be solely attributable to the negligence of the County its respective agents, servants, employees and officers. Successful bidder further agrees to hold harmless and indemnify the County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to successful bidder's activities or operations or use of the Airport. This indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of or at the request of successful bidder. Successful bidder recognizes the broad nature of this indemnification and hold-harmless provision, and acknowledges that the County would not enter into this contract without the inclusion of such clause, and voluntarily makes this covenant and expressly acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by the County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this Section shall survive the expiration or termination of this contract.

21. AREA ASSIGNMENTS AND SAFETY REGULATIONS:

- 21.1 The successful bidder shall restrict its employees to work areas for performance of routine services in accordance with the system descriptions, as defined in the special conditions section of this contract.
- 21.2 Each employee shall be in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift.
- 21.3 The successful bidder and its employees shall comply with all applicable safety policies and regulations as set forth by Palm Beach County's Risk Management/Loss Control Division. All successful bidder employees shall comply with all sections of Palm Beach County's LOCK OUT / TAG OUT Policy (CW-O-070) Attachment A and abide by the procedures outlined in Code of Federal Regulations 29 CFR 1910.147 Attachment B and 1910.333, Attachment C.

22. TWO-WAY RADIOS:

Palm Beach County Department of Airports shall furnish and maintain a sufficient number of 800MHz two-way portable radios for the successful bidder's use under the terms of this contract. These radios shall be used for the sole purpose of communicating with Airports Communication Center and the Contract Administrator. Loss or damage shall be reported to the Contract Administrator immediately and the County shall be reimbursed for the replacement or the repairs needed as a result of damage or loss.

23. TELEPHONE SERVICE:

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

24. UNIFORMS:

- 24.1 The successful bidder shall provide each employee uniforms that will be subject to the Department of Airports approval. The successful bidder's uniforms shall have a company name/logo and the employees name clearly visible on the uniform.
- 24.2 The successful bidder shall ensure all of its employees prominently wear their security identification badges at all times while on County premises.

25. SPACE INVENTORY:

- 25.1 The successful bidder shall have an agreement, approved by DOA, to use a break room and office space, at the airport at no charge to successful bidder to be used solely and exclusively in connection with the services required to be provided by the successful bidder hereunder. This license agreement will be entered into between the successful bidder and the Department of Airports after award of contract. The successful bidder's employees shall not use the Airport concourses or public areas for taking breaks.
- 25.2 The successful bidder shall have an agreement, approved by DOA, to use a storage space to be used solely and exclusively in connection with the services required to be provided by the successful bidder hereunder. Maintenance of this area shall be the responsibility of the successful bidder. The successful bidder shall store supplies, materials and equipment only in the storage space designated by the County. Any off-site storing of supplies shall be the sole responsibility of the successful bidder. The successful bidder shall provide approved storage cabinets or containers for all chemicals stored in the assigned spaces in addition to secondary containment as necessary and directed by the Contract Administrator.
- 25.3 The County may provide additional space for the successful bidder to use in connection with this contract. Any such space shall be subject to a separate license agreement between the successful bidder and the Airports, which may be granted or withheld in the Airports sole and absolute discretion.
- 25.4 The successful bidder shall not construct any improvements to the spaces without the prior written approval of the Airports, which may be granted or withheld in the Airports sole and absolute discretion.
- 25.5 The successful bidder shall keep the break room, office space and storage space clean and orderly at all times. Maintenance and repair of these areas shall be the responsibility of the successful bidder at the successful bidder's sole cost and expense. Upon the expiration or early termination of this contract, the successful bidder shall surrender the spaces free and clear of all personal property and in a neat clean condition. The successful bidder shall be responsible for repairing any damage to the spaces at the successful bidder's sole cost and expense.
- 25.6 In the event that the spaces described herein are required by the County for other purposes, the County shall have the right to require the successful bidder to relocate to alternative space in its sole and absolute discretion. The space may vary in size and location. The successful bidder shall complete the relocation within five (5) calendar days of receiving written notification from the County and shall do so at no additional cost to the County.

26. PARKING:

The County shall provide parking space for the vehicles of the successful bidder's employees while the employees are performing the services under this contract. The fee for parking will be at the then current established rate by the Department of Airports Security Office. Employees shall not drive or park their personal vehicles on the Aircraft Operational Area (AOA). Each employee using the employee parking lots will be required to obtain and display an airport parking permit. The successful bidder shall pay for lost or non-returned parking permits at the then current rate as established by Airports.

27. LABOR ACTIVITY:

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

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

28. NEEDED REPAIRS:

The successful bidder shall immediately notify the Contract Administrator, in a written format (i.e., e-mail, daily worksheet report, etc.) acceptable to the County, of necessary repairs and/or damage to systems, fixtures, building and appurtenances thereof observed during the performance of the services. Any item of a critical, priority or emergency nature shall be verbally reported immediately to the County upon discovery, with written notification to follow prior to the end of the work shift.

29. SCAVENGING:

The successful bidder shall develop, implement and maintain procedures to insure that no employee of the successful bidder scavenges parts, materials, or supplies used or new in the performance of this contract.

30. REPORTS AND OTHER DATA:

- 30.1 The successful bidder shall review, maintain and sign County daily log books where required for any work performed by the successful bidder, or its subcontractors, during the term of this contract.
- 30.2 All reports and data required or requested in this Scope of Work/Services shall be furnished to the Contract Administrator monthly and shall be received no later than the 10th of each month. The required reports may be modified with respect to frequency and detail at the discretion of the County. Failure to furnish required reports and data may constitute breach of contract, and may result in deductions for non-performance of contractual requirements or termination of contract.

31. WORK ORDER SYSTEM:

- 31.1 The successful bidder shall perform all scheduled and emergency work by way of a computer generated work order system. The successful bidder shall provide a computer program for work orders, inventory control, equipment maintenance, time schedules, man power usage and any other tasks and information deemed necessary. Work order reports shall be provided to the County on a monthly basis or as requested.
- 31.2 All office equipment, computers, work order system, internet connection(s) shall be provided by the successful bidder. Successful bidder and Department of Airports must be able to communicate and exchange information via email

32. EMPLOYMENT OF ALIENS:

The successful bidder shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration law of the federal government.

33. RELIEF FOR ABSENTEEISM AND VACATION:

- 33.1 The successful bidder shall provide relief personnel as necessary and/or work overtime as necessary at no additional cost to the County to ensure that the routine services are performed as required. Minimum daily and weekly routine service hours shall be maintained at all times.
- 33.2 The successful bidder shall provide for each vacant position a competent replacement that has the authority to carry out the terms and provisions of this contract.

34. EMPLOYEE STAFFING:

- 34.1 The successful bidder shall provide trained / certified, qualified technical specialists capable of performing the services in accordance with this contract.

- 34.2 The successful bidder shall provide at a minimum, the on-site employees listed below. It shall be the successful bidder's responsibility to ensure and provide additional personnel when necessary to fulfill the service requirements of this contract.
- 34.3 Contract Manager minimum one (1) required
- Minimum requirements:
- The Contract Manager shall have a minimum of five (5) years experience managing personnel, provide three (3) references demonstrating management of passenger boarding bridges, a working knowledge in three (3) phase motor controls, programmable logic controls (PLC), variable frequency drives, chiller plant operation and maintenance, 400 Hertz ground power systems and general mechanical abilities or combination thereof in previous employment history. In addition, a person in this position must possess significant computer skills to create reports, spreadsheets, etc., and ability to manage a computerized maintenance management system (CMMS).
- 34.4 The Contract Manager shall be available Monday through Friday between the hours of 7:00 AM to 4:00PM minimum, forty (40) hours per week (these hours shall be considered normal coverage hours).
- 34.5 The Contract Manager requirements may be waived on County holidays at the discretion of the successful bidder; however, during vacation or non-work related absence from job, the Contract Manager shall designate a temporary acting manager with full responsibilities for assignments or to schedule employee workloads.
- 34.6 The Contract Manager or their designee shall be "on-call" twenty four (24) hours per day, seven (7) days per week and capable of physically responding to the airport within one (1) hour from the time of notification to any of the locations set forth in this Scope of Work/Services.
- 34.7 The Contract Manager shall not be a substitute for any other position.
- 34.8 The Contract Manager must be fluent in speaking, writing, and reading the English language and capable of communicating clearly over airport radios.
- 34.9 Passenger Boarding Bridge Technicians minimum two (2) with the below qualifications:
- Passenger Boarding Bridge Technicians shall be available (on-call) seven (7) days per week, twenty-four (24) hours per day. Normal coverage hours require a minimum of two (2) on duty at all times between the hours of 6:30 AM through 10:30 PM, seven (7) days per week, per employee.
- 34.10 Minimum requirements:
- 34.11 The Passenger Boarding Bridge Technicians shall have a minimum of three (3) years experience in equipment operation, maintenance, repair and troubleshooting the following systems. Passenger boarding bridges, 400 Hertz ground power, 3 phase motor controls, cabin air conditioning systems, electronics, PLC, VFD systems, and solid waste triturator system. In addition, but not limited to inspections, electronics, limit switches, circuit boards, inverters, tires, gears, hydraulics, pumps, cylinders and various peripheral equipment. The Technicians may qualify by a combination of history and knowledge of the above noted systems.
- 34.12 The successful bidder shall provide to the County, verification of the Passenger Boarding Bridge Technicians' training, experience or certification in the above areas. The successful bidder's employee(s) personnel records shall be made available to the County upon request.
- 34.13 The Technicians shall also be trained to respond to facility maintenance trouble calls within the main terminal building including non-routine HVAC, plumbing, general maintenance, electrical power and lighting calls at established hourly rates.
- 34.14 The successful bidder shall provide the Contract Administrator a weekly work schedule listing all shift coverage and employee classifications. Any changes to the schedule shall be promptly furnished to the Contract Administrator.

- 34.15 The Technicians must be fluent in speaking, writing, and reading the English language and capable of communicating clearly over airport radios.

34.16 Ramp Service Technicians with the below qualifications:

The Ramp Service Technicians shall work a total of sixteen (16) combined hours per day, seven (7) days per week, any period of eight (8) hours each between the hours of 6:30 AM through 10:30 PM, minimum forty (40) hours per week, per employee, (these hours shall be considered normal coverage hours).

The Ramp Service Technicians shall possess a general working knowledge of equipment maintenance and procedures with an aptitude in minor equipment repairs and maintenance. Such tasks shall include minor adjustments, lubrication, cleaning, corrosion control, painting, and general housekeeping duties assigned. This position may assist the Passenger Boarding Bridge Technicians in larger tasks however the primary responsibilities shall be as noted above with a special emphases on cleaning and rust prevention.

- 34.17 The Ramp Service Technicians must be fluent in speaking, writing, and reading the English language and capable of communicating clearly over airport radios.

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

35. ON-CALL REQUIREMENTS:

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

36. ADDITIONAL SKILLED AND SEMI-SKILLED STAFFING:

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

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

37. CONTRACT MANAGER

- 37.1 The successful bidder shall provide a full-time (forty (40) hours per week minimum), on-site Contract Manager, with five (5) or more years management/supervisory experience in a similar work capacity or program(s), exclusively for this contract. The successful bidder shall promptly notify the County in writing of a request to change the Contract Manager and shall be subject to approval by the County. The work schedule of the Contract Manager shall be subject to approval by the County. The Contract Manager shall have full authority to act for the successful bidder at all times to carry out the provisions of this

contract. The County or its designee reserves the right to accept or reject the successful bidder's selection of the Contract Manager at anytime during the term of this contract.

- 37.2 The Contract Manager shall make inspections to ensure the services are performed as specified. The Contract Manager shall provide a written monthly report on all covered systems, listing all work or projects completed, status and/or deficiencies of covered equipment, and projected work for the following month. Unless otherwise requested by the County, the Contract Manager shall provide a copy of all such reports or reviews and of all written supervisor inspections to the Contract Administrator within ten (10) days of the end of each month on which the review or inspection was conducted.
- 37.3 The Contract Manager, or their designee, shall be on-call at all times for emergencies and must be able to report in person within a minimum of one (1) hour to any of the locations covered by this contract.
- 37.4 The Contract Manager shall be available to the County to discuss performance of the services or other provisions of this contract.
- 37.5 The Contract Manager shall be adequately trained in the compliance of all applicable OSHA, EPA, and other federal, state and local laws and regulations regarding materials that may be encountered in the performance of these services.
- 37.6 The Contract Manager shall be employed exclusively for this contract, and shall have no other duties, functions, responsibilities or obligations with the successful bidder, outside of the scope of this contract or the airport.

38. COUNTY'S CONTRACT ADMINISTRATOR:

- 38.1 The County will designate a County employee as Contract Administrator who will act on behalf of the County for monitoring successful bidder's performance under this contract.
- 38.2 The successful bidder shall provide the County free and easy access to inspect and measure the manner and progress of the services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies and all other materials used in the performance of these services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the services or employee(s) of the successful bidder, but to assure that all services meet the requirement of the contract.
- 38.3 With regard to the requirements included herein, the County shall decide any and all questions that may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies and all other materials, methods and procedures used in the performance of these services.
- 38.4 The County will determine the amount and quality of the several kinds of services performed and materials furnished which are to be paid for under this contract.
- 38.5 The County will have the authority to require the successful bidder to make temporary changes in the assignment of routine services, tasks and task frequencies if such changes do not affect the costs of the successful bidder. Such temporary changes shall not affect the amount of payment to the successful bidder.
- 38.6 The County shall in no instance have the authority to act as foreman or supervisor for the successful bidder and shall not interfere with the successful bidder in the supervision or direction of the employees of the successful bidder.
- 38.7 Any advice provided to the successful bidder by the County shall in no way be construed as binding upon the County, or release the successful bidder from fulfilling the provisions of this contract.
- 38.8 In the event the Contract Administrator needs a 3rd party technical advisor, an independent inspector may provide recommendations to the Contract Administrator.

39. SECURITY AND IDENTIFICATION:

- 39.1 The successful bidder shall take all measures necessary to comply and ensure that successful bidder's employee(s) and subcontractors comply with the security rules and regulations of the County and Transportation Security Administration (TSA) and all federal, state and local rules, laws and regulations.
- 39.2 Employee(s) serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on or off the Airport and shall not use alcohol on the County's premises nor preceding their work shift, when to do so would in any way effect the performance of the services.
- 39.3 Each employee of the successful bidder engaged in furnishing services hereunder shall be subject to a criminal history records check and Security Threat Assessment as required by TSA. The successful bidder shall pay the then current fee established by Airports for each employee for fingerprinting and processing. Each employee of the successful bidder performing services on-site shall also attend the required Security Identification Display Area (SIDA) training and comply with all applicable security rules and regulations.
- 39.4 The Contract Manager who will sign the PBIA Unescorted Media Application form for his organization shall attend the yearly Signatory Authority Training Class.
- 39.5 The County shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The successful bidder shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the County. The County reserves the right to conduct its own investigation of any employee of the successful bidder.
- 39.6 The successful bidder shall remove from service any employee who in the opinion of the County is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the County. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the successful bidder.
- 39.7 Permanent and occasional personnel shall comply strictly with Airports access and security requirements, as well as any other rules and regulations governing conduct on the Airport including but not limited to the Airports Rules and Regulations (Attachment D).
- 39.8 At the beginning of the initial contract term, the County shall provide at no cost to the successful bidder one (1) Airport Security Badge for each employee of the successful bidder performing services under this contract. The successful bidder shall pay the County the then current fee established by Airports for lost or replacement badges, or for badges not returned to the County upon termination or transfer of an employee.
- 39.9 Upon termination or transfer of any employee of the successful bidder, the successful bidder shall immediately notify the County in writing of such termination or transfer, and shall immediately obtain and return to the County all identification badges or access devices for said employee that allow access to any airport area.
- 39.10 The successful bidder shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any area unless required in the performance of these services.
- 39.11 Successful bidder shall establish, implement and maintain procedures and controls to ensure each employee of the successful bidder complies with all applicable provisions of the contract and all site rules and practices of the County. Additionally, each employee of the successful bidder shall use a recording time clock and time card at the beginning and end of their respective work shifts to indicate hours worked.
- 39.12 Successful bidder shall insure that lost, or apparently lost articles, found by the successful bidder's employee(s) be turned in immediately to the County or its designated representative.

40. EMPLOYEE FOOD SERVICE:

The successful bidder shall not bring on to the Airport any food or beverage catering truck, vending machine, or other similar serving equipment.

41. CONDITION OF EQUIPMENT AND SYSTEMS:

41.1 Unless specifically listed, all equipment and systems within the scope of this contract are assumed to be in 100% operational condition at the initiation of this contract.

41.2 Within thirty (30) days prior to the expiration of this contract, successful bidder shall assure and certify that all equipment and systems are restored to full 100% operational status, and shall be responsible for the correction of deficiencies noted during final inspection of covered equipment.

41.3 TOOLS:

The successful bidder shall provide all tools, equipment, training, and technical support necessary to perform annual, quarterly, monthly, weekly and daily interval maintenance / inspections, adjustments, and repairs. Equipment and tools, including any special equipment required solely for the services performed under the scope of this contract shall be furnished by the successful bidder at no additional expense to the County.

41.4 PARTS AND EQUIPMENT:

The County has in stock an initial inventory of certain spare and consumable replacement parts integral to the equipment covered in this contract. Successful bidder may utilize this parts inventory during the term of this contract subject to approval of the Contract Administrator. All parts taken from this stock shall be documented in work order reports furnished to the County.

41.5 MANUFACTURER'S SPECIFICATIONS:

Successful bidder shall perform all services and repairs as per manufacturer's specifications and frequencies, as further detailed in Attachments E & F. The successful bidder shall not use parts, equipment or lubricants not approved by the system manufacturer as acceptable components or approved equal to those originally installed.

42. 400 HERTZ/CABIN AIR SYSTEM:

(See Attachment E)

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

42.2 The successful bidder shall furnish all labor, materials, equipment, reports and training necessary to provide scheduled and emergency service, maintenance and repair of the Terminal Central and Gate air cooling and handling equipment and 400 Hertz electrical system, all as more fully set-forth below. All replacement parts for the mentioned systems shall be provided by the successful bidder, as provided for herein, or furnished by the County.

42.3 Services performed for the 400 Hertz/cabin air system by the successful bidder shall be coordinated with and under the general direction of County.

43. SUCCESSFUL BIDDER'S RESPONSIBILITIES:

43.1 The successful bidder shall provide all services, labor, equipment, parts and materials necessary to service, maintain and provide emergency repair to the 400 Hertz/cabin air system on a twenty-four (24) hour per day, seven (7) days per week basis for all covered equipment per the manufacturer's recommendations at a minimum.

43.2 COVERED EQUIPMENT:

The following equipment for the 400 Hertz/cabin air system has been supplied and/or installed by various manufacturers, and is specifically covered under the scope of this contract:

Two (2)	Centrifugal chillers (TRANE) with cooling towers (Marley) and all related controls, panels, piping.
(LOT)	EG/W and condenser water pumps, EG/W tanks, control and manual valves; all EG/W piping, fittings, valves, insulation and hangers within the Mechanical Room, along Concourses, Terminal and at each gate.
(LOT)	Motor starters, motor control center.

Fifteen (15)	Ice storage tanks, related fittings.
One (1)	System Controller (Honeywell) and related software, display computer screen; central monitoring system, computer, (TAC) gate controllers and related hardware and software (Honeywell, TAC).
(LOT)	Pre-conditioned air instruments.
Twenty-eight (28)	Gate air handlers and related valves, air dampers, rigid telescoping air duct and fittings, flex hose, clamps and seals.
Twenty-eight (28)	Sets, gate pre-conditioned air controls.
Twenty-eight (28)	Hose storage baskets and wheeled hose extension carts.
Four (4)	400 Hertz solid state Converters (JetPower), 312KVA each
Two (2)	400 Hertz – 575v distribution cabinets.
Twenty-eight (28)	400 Hertz and 28 VDC Gate service cabinets, PB stations and internal components.
Twenty-eight (28)	400 Hertz pantograph assemblies and wiring within.
Twenty-eight (28)	400 Hertz and 28VDC cable retrievers, located on loading bridges.
(LOT)	400 Hertz installation conduit, wiring, cable, fittings, brackets, junction boxes, from within 400 Hertz. Generator Room to bridge gate boxes.
Twenty-eight (28)	Sets, flexible aircraft service hose, aircraft connector.
(LOT)	EG/W solution in chilled water piping system.
(LOT)	Finishes including touch-up.
Twenty-eight (28)	400 Hertz and 28VDC aircraft service cables and connectors.

43.3

EMERGENCY SERVICE RESPONSE:

- A. The successful bidder shall provide local "on-call" availability of emergency service twenty-four (24) hours per day, seven (7) days per week, with an on-site response time of less than two (2) hours.
- B. The successful bidder shall provide emergency service for the 400 Hertz/cabin air system in response to County's request. If the nature of the trouble call is deemed critical by the Contract Administrator the successful bidder or their designee shall arrive or call subcontractors, as required and the problem will be corrected. A full report shall be provided to the County when the problem is corrected and the equipment put back into full operational order.
- C. The successful bidder shall keep records of all failure reports on the 400 Hertz/cabin air system and forward copies of pertinent records to the County. These records are used to determine necessary changes in procedures, design review, or level of recommended spares.
- D. Emergency service may include the use of subcontractor personnel when necessary for the requirement for additional technical expertise.

43.4

PERFORMANCE OF SCHEDULED MAINTENANCE SERVICE:

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

43.5

GATE EQUIPMENT:

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

- B. The successful bidder shall inspect the gate equipment on a quarterly basis and prepare a report, indicating areas requiring correction or repair, and areas where operating procedures or daily routine tasks should be changed or improved. This inspection shall include visual observation and reporting for items that are part of the system but not covered within the scope of this contract (i.e. equipment supplied or specified by others or piping/wiring installed outside of covered equipment).

43.6

CENTRAL SYSTEMS:

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

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

43.7

REPLACEMENT PARTS:

The County has in stock an initial inventory of certain spare and consumable replacement parts integral to the covered 400 Hertz/cabin air system and related equipment. The successful bidder may draw upon this parts inventory during the term of this contract. All parts taken from this stock shall be documented in work order reports furnished to the County.

43.8

REPORTS AND OTHER DATA:

- A. The successful bidder shall provide to the County updated service bulletins and catalogs when received for the 400 Hertz/cabin air system.
- B. The successful bidder shall provide to the County an initial submittal of inspection procedure and report form. The report form shall include, but not be limited to, the following information:
 - i. A detailed inspection and maintenance schedule shall be provided to the County for all covered equipment upon commencement of this contract. It shall be updated and revised as appropriate during the term of this contract and a final schedule shall be delivered prior to conclusion of this contract.
 - ii. Successful bidder shall be responsible for maintaining a spare parts inventory list, updated monthly, and to submit an annual report to the County on the anniversary of the effective date of this contract. It shall show all parts in stock, all parts consumed during period, and list any deficiencies to original quantities. The County may request a current inventory report at anytime during the term of this contract.

44. PASSENGER BOARDING BRIDGES:

(See Attachment F)

44.1 The successful bidder shall furnish all labor, parts and materials, reports and training necessary to provide scheduled and emergency service maintenance and repair of passenger boarding bridges and related equipment at PBIA. The following is a list of passenger boarding bridges and related equipment located at the Airport:

A. EQUIPMENT: PASSENGER BOARDING BRIDGES

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

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

B. RELATED ACCESSORY AND ANCILLARY EQUIPMENT

- i. Portable water hoses, nozzles, water cabinet and equipment located within
Location: At base of each Passenger Boarding Bridge & Concourse A
Quantity: Twenty-nine (29)
- ii. 400 Hertz Cable Retrievers, Mfg. by INET
Location: At top of each loading bridge head
Quantity: Twenty-eight (28)
- iii. 28VDC Cable Retrievers, Mfg. by INET
Location: At top of each loading bridge head
Quantity: Twenty-eight (28)
- iv. Cable-operated baggage lifts (NOVA), Mfg by US Applied Mechanics (See Attachment H)
Location: Attached to PLB exterior star platform
Quantity: Twenty-eight (28)
- v. Cabin air hose storage baskets
Location: Attached to PLB bridge head
Quantity: Twenty-eight (28)

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

44.3 SCHEDULED MAINTENANCE:

- A. All inspections, service, preventative maintenance, repairs, and lubrication shall be accomplished in accordance with manufacturer's specifications and recommendations. In order to obtain the long life and best performance of the bridges, maintenance, including inspection, lubrication, adjustment, cleaning and painting, should be performed in strict accordance with these specifications. The County shall provide any available copies of manufacturer's literature on covered equipment to the successful bidder.
- B. The successful bidder shall implement an active and continuous program for the repair, prevention, and control of any and all rust and corrosion on all covered equipment. All areas of rust shall be promptly repaired and repainted to match surrounding surfaces.
- C. The successful bidder shall provide to the County a checklist, showing work accomplished by the successful bidder's personnel upon completion of all inspections, lubrications, or repairs. Any component found to be defective is to be noted on the checklist. All replacement or major repairs of any component shall be accomplished by the successful bidder. All routine work is to be performed during the successful bidder's regular working hours and at such times as within these hours as required by and satisfactory to the County.

44.4 **EMERGENCY SERVICE:**

The successful bidder shall provide twenty-four (24) hour emergency service and shall furnish a telephone number or numbers for twenty-four (24) hour contact.

44.5 **REMOVAL FROM SERVICE:**

The successful bidder shall not remove the bridge units from service without prior notification to the Contract Administrator.

44.6 **MISCELLANEOUS EQUIPMENT, MATERIALS, AND SUPPLIES:**

All miscellaneous materials, equipment, and supplies required solely for the services performed under this contract, shall be furnished by the successful bidder at no cost to the County unless otherwise specified by the County.

44.7 **PARTS:**

- A. All parts integral and unique to the loading bridges shall be supplied by the County. The successful bidder may, upon request of the County, order parts that are not in warehouse stock as a normal scope of service under this contract. The successful bidder may be allowed to stock minimum quantities of consumable parts upon approval of the County.
- B. All parts and materials which are to be furnished by the successful bidder shall be invoiced at the successful bidder's cost and markup per the contract. Parts shall be replaced by successful bidder only after receiving written approval from the County. Costs for this service shall be considered part of normal scope of service.
- C. Any special equipment or tools required solely for the services performed on the 400 Hertz/cabin air system shall be furnished by the successful bidder, and invoiced to the County for reimbursement of the actual cost. Request for reimbursement shall be accompanied by evidence reasonably satisfactory to the County of the cost incurred by the successful bidder, including copies of receipts and invoices. Any special equipment or tools shall then become the property of the County, and the successful bidder assumes full responsibility for their use and safekeeping. The purchase of any special equipment or tools shall be subject to prior written approval by the County.

44.8 **REPAIRS PURSUANT TO TROUBLE CALLS:**

- A. All trouble calls and repairs performed in addition to regular scheduled maintenance periods shall be considered normal maintenance with the following exception:
 - i. Damage to equipment and systems covered by this contract that is beyond control of the successful bidder; wind damage, vehicle damage, fire damage, lightening, etc. The successful bidder may request payment based on established hourly rates and the actual cost of parts and materials.

44.9 **ITEMS NOT INCLUDED AS ROUTINE MAINTENANCE:**

The following items shall not be included as routine maintenance and repairs, but may be included as project work upon prior written approval of the Contract Administrator:

- A. Damage caused by wind, vehicles, fire, etc.
- B. Replacement of carpet.

Daily interior cleaning of loading bridges shall remain the responsibility of the respective airline.

44.10 **DAILY INSPECTIONS:**

The successful bidder, as part of scheduled maintenance, shall provide for daily loading bridge inspections as follows:

- A. Tires - visual check.
- B. Hydraulic System - visual check for leakage and fluid level.
- C. Electrical - Check power supply available for loading bridge, cabin air systems, and 400 Hertz.
- D. Operation of loading bridge - hydraulic system operations, all CAB and Tunnel functions working properly.
- E. Visual check for damage to loading bridge.
- F. Daily inspection reports shall be made available to the County, noting any deficiencies or repairs required to covered systems.

45. **TRITURATOR:**
(See Attachment G)

- 45.1 The successful bidder shall furnish all labor, parts and materials, reports and training necessary to provide scheduled and emergency service maintenance and repair of the solid waste disposal triturator located at the airport which is more particularly described below.

EQUIPMENT: Solid Waste Triturator and associated controls
 Model: Model 3000 Muffin Monster Hex Drive
 Mfg.: Disposal Waste Systems Inc.
 Qty: 2

45.2 **SCHEDULED MAINTENANCE:**

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

46. **PORTABLE WHEELCHAIR ACCESS LIFT:**
(See Attachment H)

- 46.1 The successful bidder shall furnish all labor, parts and materials, reports and training necessary to provide scheduled and emergency service maintenance and repair of a Portable Passenger Access Lift located at the airport which is more particularly described below:

Equipment Description:
 AMR Eagle Passenger Access Lift, Model ED-50
 Quantity: One (1)

46.2 **SCHEDULED MAINTENANCE:**

Monthly inspections:

The successful bidder shall perform the following inspections on a monthly basis:

- A. Perform visual walk-around of unit, checking for obvious damage (flat tires, broken or damaged castors, cut or chaffed wires, hoses, etc.)
- B. Check battery condition (gauge and button on the back of basket). Check operation of battery charger.
- C. Raise the basket and check the controls for proper operation. While the basket is up, check to see if the ramp extends and retracts smoothly.

- D. With the basket raised approximately twelve inches (12"), release the parking brake and check to see that the unit moves smoothly.

Quarterly:

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

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

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	\$_____	X .40	\$_____
2.	ROUTINE SERVICES CABIN AIR PER MONTH, AS SPECIFIED HEREIN	MO	\$_____	X. 30	\$_____
3.	ROUTINE SERVICES 400HZ & 28V GROUND POWER AS SPECIFIED HEREIN	MO	\$_____	X. 05	\$_____
4.	HOURLY RATE FOR PASSENGER BOARDING BRIDGE TECHNICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$_____	X .05	\$_____
5.	HOURLY RATE FOR RAMP SERVICE TECHNICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$_____	X. 05	\$_____
6.	HOURLY RATE FOR COMMERCIAL ELECTRICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$_____	X .05	\$_____

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: _____

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	\$ _____	X .05	\$ _____
8.	HOURLY RATE FOR PLUMBER OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ _____	X .05	\$ _____
TOTAL FACTORED RATE FOR ITEMS 1 – 8					\$ _____

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?

YES/INITIAL _____

Acknowledge Site Inspection was made, per Term and Condition #9?

YES/INITIAL _____

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

YES/INITIAL _____

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

YES/INITIAL _____

Acknowledge Materials/Parts are to be supplied at bidder's cost plus established markup, per Term & Condition #15?

YES/INITIAL _____

Acknowledge Insurance requirements, per Term and Condition #22?

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: (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 # _____

**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.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		
CONTACT INFORMATION:	PHONE:	CELL PHONE:
	FAX:	EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		
CONTACT INFORMATION:	PHONE:	CELL PHONE:
	FAX:	EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		
CONTACT INFORMATION:	PHONE:	CELL PHONE:
	FAX:	EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

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 _____, 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
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 _____ 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

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:

Company Name

Signature

Name (type or print)

Title

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

PROJECT NAME OR BID NAME: _____ PROJECT NO. OR BID NO.: _____
 NAME OF PRIME BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ FAX NO.: _____
 BID OPENING DATE: _____ USER DEPARTMENT: _____

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 Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
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 _____

Total Bid Price \$ _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

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 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: _____ PROJECT NAME: _____

TO: _____
(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: _____

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

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

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.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

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

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE 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 SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

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

I hereby certify that the above information is true to the best of my knowledge _____

(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

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.

Revised

9/7/2011

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
(SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$ _____ . _____

____ - ____ - ____ On from _____
MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
(Project Name) (Work Order)

NO.: _____ DEPT.: _____ PROJECT

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR _____ CODE:

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____
(Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

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 _____