

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 16, 2021

☐ Consent

[X] Regular

[] Workshop

[] Public Hearing

Submitted By: Department of Airports

APPROVED

~~ALCOA BOARD OF COUNTY COMMISSIONERS~~

AT MEETING OF

NOV 16 2021

I. EXECUTIVE BRIEF

D.C.

MINUTES & RECORDS SECTION

Motion and Title: Staff recommends motion to approve: the award of a Term Contract for Maintenance of Airport Facilities and Systems (Contract) with ERMCA Aviation LLC (ERMCA) at the Palm Beach International Airport (PBI) per Master Agreement #21-070/CC, commencing on December 6, 2021, and expiring on December 5, 2022, with the option to renew for four additional 12-month periods, with a total not to exceed amount of \$1,225,205 for the initial 12-month period.

Summary: The Contract provides for the maintenance, repair, and modification of all passenger boarding bridges, 400 Hertz ground power, cabin air systems, and facility systems at PBI. The current contract expires on December 5, 2021, with no renewal options. The total contract amount for the five-year term for the current contract was \$3,954,776.40 with \$3,757,037.58 expended. ERMCA Aviation LLC is located in Atlanta, Georgia. The new Contract was advertised by the Purchasing Department using the County's competitive bid process. ERMCA was the lowest responsive, responsible bidder. The passenger loading bridges, ancillary equipment, and facilities are critical to on-going airport operations and require specialized technical knowledge for their maintenance, modification, and repair. The Contract provides for 12 months of service with the option to renew for four additional 12-month periods. Following Board approval of the Contract, the Purchasing Department will issue an award notice to ERMCA. Due to lack of availability of qualified Small/Minority/Women Owned Business Enterprises providing the services required by this Contract, the Office of Equal Business Opportunity issued a waiver of Affirmative Procurement Initiatives on July 14, 2021. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of \$325,000 provided in Section 287.017, Florida Statutes, on a consent agenda. This Contract exceeds the threshold amount and must be approved on the regular agenda. **Countywide (AH)**

Background and Policy Issues: The passenger boarding bridges provide direct all-weather dry access for passengers to board and deplane aircraft quickly and safely from the terminal. Aircraft cannot use the domestic 50 or 60 Hertz power to operate when parked at the passenger boarding bridges; therefore, 400-Hertz frequency converters are required to provide power to the aircraft. The cabin air system provides air and cooling for parked aircraft and passenger loading bridges. The facility system is comprised of two grinders, which reduce wastewater solids from the aircraft lavatory to allow the aircraft waste to enter the sewer system.

Attachments:

1. IFB #21-070/CC Contract Terms & C/Bid Response

Recommended By:

Department Director

10-21-21

Date _____

Approved By:

County Administrator

11/3/21

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$1,106,810	\$118,395			
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,106,810	\$118,395			

ADDITIONAL FTE

POSITIONS (Cumulative)

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

Budget Account No: Fund 4100 Department 120 Unit 2540/2341/2542 Object 4620
Reporting Category

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

The fiscal impact analysis above assumes payment of the fixed monthly maintenance fee for 10 months in FY2022 (\$591,973.50) and that all variable costs (\$514,836.80) are incurred in FY2022. For FY2023, the fiscal impact analysis assumes payment of the fixed annual maintenance fee for 2 months (\$118,394.70).

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Lox Math 10/22/21
OFMB NA 10-22-21
(X) 10-22-21

Ar. J. Jacoby 10/28/21
Contract Dev. and Control
10-28-21 AK

B. Legal Sufficiency:

Sean-Adel Williams
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

 Search

 Insured

Insured Name

ERMC Aviation, LLC (DX00000365)



ERMC Aviation, LLC (16-013R/LJ)

Active Records Only

Advance Search

Insured TasksAdmin Tools

View

 Insured

 Notes

 History

 Deficiencies

 Coverages

 Requirements

 Contract Screen

Add

Edit

Help

Video Tutorials

Name:ERMC Aviation, LLC 

Account Number:DX00000365

Address:2226 Encompass Drive, Suite 116,
Chattanooga, TN, USA, 37421

Status:Currently in Compliance.

Insured

Business Unit(s)

DBA Number

Print Insured Info

Print Compliance Report

Account Information

Account Number:DX00000365

Risk Type:Standard -
General
Services-
AOA

Do Not Call:Address Updated:

Address Information

Mailing Address

Physical Address

Insured:ERMC
Aviation,
LLC

Address 1:2226
Encompass
Drive

Address 2:Suite 116

City:Chattanooga

State:TN

Zip:	37421	
Country:	USA	
Contract Information		
Contract Number:		
Contract Start Date:	Contract End Date:	
Contract Effective Date:	Contract Expiration Date:	
Description of Services:	16-013R/LJ - Safety Form II: Operation and Maintenance of Baggage Handling Services at PBI	
Contact Information		
Contact Name:	Robin Alexander	Misc:
Phone Number:	4705528022	Alt Phone Number:
Fax Number:		
E-Mail Address:	robinalexander@unifiservice.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	Yes	
Indemnification Agreement:	No	
Tax Id:		

This Account created by e59 on 11/27/2019.

AFFIDAVIT OF LIMITED LIABILITY COMPANY

STATE OF Texas

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, personally appeared, the undersigned who by me being first duly sworn, depose(s) and say(s) that:

1. The undersigned is the Manager of ERMC Aviation LLC, a limited liability company organized and existing under the laws of the State of Delaware. ("Company").
 2. Articles of Organization of the Company have been filed, and are on-file with, the Florida Department of State and such articles are incorporated herein by reference.
 3. The Company is in good standing and is authorized to transact business in the State of Florida as of the date hereof.
 4. The company is a [select (a) or (b)] (b) member managed limited liability company.
 5. The undersigned is the sole managing member of the Company or has been authorized by majority vote of the managing members to act on behalf of the Company and legally bind the Company and execute contracts and other instruments relating to the transaction of business of the Company.
 6. The undersigned has the right and authority to enter into that certain #21-070/CC MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT between Palm Beach County, a political subdivision of the State of Florida and the Company (the "Agreement"), which is incorporated herein by reference and made a part hereof, and such other instruments as may be necessary and appropriate for the Company to fulfill its obligations under such Agreement, including amendment(s) and termination of such Agreement.
 7. Upon execution and delivery of such Agreement and documents by the undersigned, all of the aforesaid shall be valid agreements of and be binding upon the Company.
 8. The transactions contemplated herein will not violate any of the terms and conditions of the Company's member agreement, operating agreement certificate of organization or of any other agreement and amendments thereto of whatever kind between the Company and any third person.
-

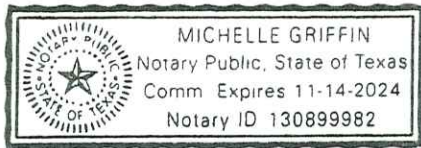
9. The undersigned acknowledges that affiant is familiar with the nature of an oath and the penalties provided by the laws of the State of Florida and that this Affidavit is being given to induce Palm Beach County to enter into the Agreement.

FURTHER AFFIANT SAYETH NAUGHT,


[sign name]

Danny Pena, Individually and as
[print name]
[Manager]

Sworn to (or affirmed) and subscribed before me by means of [select one] ☐ physical presence -OR- ☒ online notarization, this 13 day of October, 2021, by Danny Pena,
[name of person making statement]
[select one] Manager of ERMC Aviation, LLC,
[company name]
_____, on behalf of the Company, who [select one] is personally known to me -OR- produced _____, as identification and who did take an oath.




Notary Signature
Michelle Griffin
Print Notary Name

NOTARY PUBLIC
State of Texas at large

My Commission Expires:

11-14-2024



Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

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

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

INTER-OFFICE MEMORANDUM

Date: Wednesday, July 14, 2021

To: Laura Beebe, Director
Airports

From: Tonya Davis Johnson, Director 
Office of Equal Business Opportunity

Re: Approval of Request for Waiver of API Requirements
Maintenance of Airport Facilities and Systems (Airports)
(ERMC)

Your Request for Waiver of API Requirements for the above named service was received on Tuesday, July 13, 2021 and has been reviewed. It is the determination of the Office of Equal Business Opportunity (OEBO) that the request for Waiver of API Requirements is **APPROVED**.

The OEBO is granting this waiver based upon the determination that sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

If you have any questions, please contact Allen Gray at 561-616-6842 or email at agray@pcgov.org.

Thank you.

cc: Allen Gray, Manager

Board of County Commissioners

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



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #21-070/CC**

MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT

FOR MANDATORY SITE INSPECTION INFORMATION, SEE TERM AND CONDITION #10 OF THIS SOLICITATION

BID SUBMISSION DATE: SEPTEMBER 23, 2021 AT 4:00 P.M.

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

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

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

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If bidder intends to use subcontractors, bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

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

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

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

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

IFB #21-070/CC	IFB TITLE: MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: Colleen Cardillo, Senior Buyer		TELEPHONE NO.: (561) 616-6839
FAX NO.: (561) 242-6739	E-MAIL ADDRESS: ccardill@pbcgov.org	

All bid responses must be received on or before September 23, 2021, 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 County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners ("Board") for subsequent fiscal years.

2. LEGAL REQUIREMENTS

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

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

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the

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

- b. **COMMERCIAL NON-DISCRIMINATION:**

Item 1: Bidder's Representations and Agreement.

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

Item 2: Bidder's Agreement to Apply to Subcontracts

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

- c. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion,

disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

- d. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.
- e. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.
- f. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- g. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.
- h. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

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

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

- i. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.
- j. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.
- k. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.
- l. **PUBLIC RECORDS, ACCESS AND AUDITS:** The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the bidder, and wherever located shall be the property of the County.

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

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

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

1. Keep and maintain public records required by the County to perform services provided under the Contract.
2. Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the County, all public records in possession of the Bidder unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

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

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

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

- m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW:** This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
- n. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- o. **NO THIRD PARTY BENEFICIARIES:** No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.
- p. **SCRUTINIZED COMPANIES**

1. SCRUTINIZED COMPANIES:

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

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

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

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

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead / quotation forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **S/M/WBE - EBO REQUIREMENTS**

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

Item 1 – Policy

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Waiver of Affirmative Procurement Initiatives (APIs) Requirements

In accordance with the EBO Ordinance, the Affirmative Procurement Initiatives (APIs) have been waived for this solicitation. However, if any Bidder intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OEBO Schedules must be submitted with their response for compliance tracking purposes.

Item 3 – Bid Submission Documentation

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

Schedule 1 - List of Proposed Subcontractors/ Subconsultants

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

Schedule 2 - Letter of Intent

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

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

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in no S/M/WBE consideration given.

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

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

Item 4 – S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Responsibilities After Contract Award

Schedule 3 – Subcontractor Activity Form

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

Schedule 4 – Payment Certification Form

A fully executed Schedule 4 shall be submitted for each subcontractor/subconsultant after receipt of payment from the Prime Contractor/consultant. The Prime Contractor/consultant shall submit this form with each payment application or invoice submitted to the County when the County has paid the Prime Contractor/consultant on the previous payment application for services provided by a subcontractor/subconsultant. If any subcontractor/subconsultant intends to disburse funds associated with this payment to another subcontractor/subconsultant for labor provided on this contract, the amount and name of the subcontractor/subconsultant shall be listed on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime Contractor/consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime Contractor/consultant for services performed by its own workforce.

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

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

Item 6 – S/M/WBE Substitutions

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

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

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

Item 7 – EBO Program Compliance - Penalties

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

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the

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

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

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- g. **PRICING:**
- 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.
 - 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.
 - 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.
 - 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.
 - Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
 - 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; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT BE REJECTED.**
 - Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.
- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry

standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.
- n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to

prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Bidder shall indicate its agreement to the foregoing by signing the Bid Response Page.

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

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

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered. 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 a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. **CONTRACT ADMINISTRATION**

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://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.

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

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

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

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

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.
8. **E-VERIFY – EMPLOYMENT ELIGIBILITY:** Bidder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of bidder's subconsultants performing the duties and obligations of this contract are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

9. GENERAL / SPECIAL CONDITION PRECEDENCE

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

10. 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 3 east end, 1000 Turnage Boulevard, West Palm Beach, FL 33406 on September 2, 2021 commencing at 9:00 a.m. **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 TIME (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..

11. 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 (2) 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 boarding 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 boarding 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 boarding 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

12. 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.

13. AWARD BASED ON THE TOTAL FACTORED RATE

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none total factored rate basis, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable. The County reserves the right to reject bids, which would result in an award, which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in 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.

14. 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>Qty</u>	<u>Total</u>
1.	Sony speaker	#123	\$50.00	3	\$150.00

15. 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 applicable pricing/markup, the successful bidder shall be liable for any and all overage charges, and may be considered in default of the contract.

16. 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.

17. 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.

18. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the purchase order or 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.

19. 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 \$1,225,205. 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 the contract has been reached, notwithstanding that the anticipated term has not been completed.

20. 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. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

21. 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.

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., at no additional cost to the County, necessary to protect and secure the work site(s) and ensure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, 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 Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, 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 \$500,000 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 \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

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

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

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

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

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

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

SPECIFICATIONS
IFB #21-070/CC

MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing for routine services and a firm, fixed hourly rate for trades work, and establish a term contract for Palm Beach International Airport (PBIA).

GENERAL

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 within maximum allowable response times 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 plus markup per terms and conditions herein.

CONTRACT ADMINISTRATOR:

The County shall assign a Contract Administrator or designee to oversee the requirements of the 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.

SCOPE OF WORK / SERVICES:

- A. 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:

Passenger Boarding Bridges
 - 1) Central Gates 400 Hertz & 28 volt Electrical Systems
 - Point of Use Systems for 400 Hertz & 28 volt Electrical Systems
 - 2) Cabin Air Conditioning System
 - Point of Use System for Cabin Air
 - 3) Other facilities systems & equipment as described
 - B. 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.
 - C. 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.
 - D. For the purposes of the 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.
-

- E. Corrosion control shall be inclusive to all gates and equipment painted during the airports capital improvement painting for items not covered in the painting contractor's workmanship or paint manufacturer 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 the 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 Department of Airports (DOA) in establishing a rust/corrosion control detailed plan.
- F. The requirements for routine services, as specified herein, and all other conditions and obligations of the contract, shall be considered minimum performance standards under the terms of the contract.

NON-PERFORMANCE OF ROUTINE SERVICES:

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

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

TEST EQUIPMENT AND SUBCONTRACTING:

- A. 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. The successful bidder is responsible for the left three (3) panels of the motor control center and everything downstream of the breakers. The DOA is responsible for the three (3) disconnects/breakers and the far right side panel of the motor control center.
- B. The successful bidder shall utilize qualified personnel, the manufacturer, or an authorized/licensed subcontractor to maintain the Point of Use System which will be part of the cabin air system. The successful bidder shall provide the County all documentation or certification of personnel, when contracted to work with PBIA equipment and systems.
- C. 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.

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.

DISCLOSURE OF INFORMATION:

- A. The successful bidder shall not, during or after the term of the 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.

- B. 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.

ENERGY CONSERVATION:

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

HOURS: REGULAR - OVERTIME - HOLIDAYS:

- A. The successful bidder shall perform the services required by the contract twenty-four (24) hours per day, 365 days per year including all holidays observed by the County and the successful bidder, unless otherwise specified by the County.
- B. 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.
- C. 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 the contract.
- D. All overtime shall be approved in advance by the Contract Administrator. Vacation time, scheduled and approved in advance, shall be considered as time worked when calculating overtime. Holidays shall be those days observed by the County.
- E. Overtime shall be paid at a rate of 1.5 times the awarded hourly rate, per person, for actual time worked.
- F. Employees for all shifts are required to clock in and out of a Biometric time clock system.

KEY CONTROL:

- A. The successful bidder shall secure all keys, key cards, codes, and other entry devices provided by the County.
- B. The successful bidder shall maintain a record of the key numbers issued to its employees.
- C. The successful bidder shall not duplicate nor allow keys, key cards, codes, and other entry devices to be duplicated.
- D. 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.

SUCCESSFUL BIDDER'S ACCESS:

- A. 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.
- B. 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.

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.

PARTS & MATERIAL ACQUISITION MARKUP:

- A. 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 markup 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.

- 1) \$0 - \$50.00 the markup cannot exceed 15%
 - 2) \$501.00 - \$5000.00 the markup cannot exceed 10%
 - 3) \$5001.00 and over the markup cannot exceed 5%
- B. The successful bidder shall not artificially split purchases in order to receive a higher markup percentage.
- C. 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.
- D. The County shall have the option to require the successful bidder to obtain competitive quotes from a minimum of three (3) sources on any single item or groups of items that may exceed \$100.00 in cost.
- E. 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.
- F. 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.

LABOR:

- A. 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.
- B. The successful bidder shall not invoice the County for labor or project work, damage repairs or work beyond the scope of the 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 the contract in lieu of overtime for existing employees.

TOOLS, EQUIPMENT AND SUPPLIES:

- A. 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, communication devices, safety supplies, computers, software, fuel, vehicles including golf/utility carts, maintenance of vehicles, shipping, bonds, drug test, any fees associated with management of the contract or other technical miscellaneous fees needed to perform any duties associated with management of the Scope of Work/Service. Capital improvement projects requiring special parts and supplies shall not be considered as consumable costs.
- B. 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.

- C. 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.
- D. 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.
- E. 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.

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 the contract and performance of work. The County may establish minimum quantities for the successful bidder to maintain at all times.

SUBCONTRACTING:

It is not the intent of the 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.

CHEMICALS:

- A. 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 specified herein.
- B. The successful bidder shall provide the County with a copy of all Safety Data Sheets (SDS) as required by the Occupational Safety and Health Administration (OSHA) for each type and brand of chemical used in the performance of these services and shall maintain a separate file with duplicate copies of the form for each chemical used in the performance of these services.
- C. All chemicals shall be purchased, brought on-site, and stocked in approved storage areas in their original containers by the 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.
- D. Material that requires precautionary warnings shall have labels affixed to all containers or markings as are prescribed and approved by law, regulatory agency, or the Contract Administrator.

USE OF THE FACILITY:

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 the contract. Successful bidder's use of any equipment, tools or supplies owned by the County shall be at successful bidder's sole risk.

AREA ASSIGNMENTS AND SAFETY REGULATIONS:

- A. The successful bidder shall restrict its employees to work areas for performance of routine services in accordance with the system descriptions, as specified herein.
 - B. Each employee shall be in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift.
 - C. The 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) and abide by the procedures outlined in Code of Federal Regulations 29 CFR 1910.147 and 1910.333.
-

TWO-WAY RADIOS:

DOA shall furnish and maintain a sufficient number of 800MHz two-way portable radios for the successful bidder's use under the terms of the 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.

TELEPHONE SERVICE:

- A. The successful bidder shall provide telephone service and a telephone for successful bidder's use at the on-site office.
- B. 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 the contract.
- C. The successful bidder shall provide a recording type telephone answering machine at the successful bidder's on-site office.
- D. Should the Contract Manager be away from the site or otherwise not able to respond to pages or telephone calls, another authorized person shall be designated to respond for the successful bidder.

UNIFORMS:

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

SPACE INVENTORY:

- A. 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 DOA after award of contract. The successful bidder's employees shall not use the Airport concourses or public areas for taking breaks.
 - B. 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.
 - C. The County may provide additional space for the successful bidder to use in connection with the contract. Any such space shall be subject to a separate license agreement between the successful bidder and the DOA, which may be granted or withheld in the DOA's sole and absolute discretion.
 - D. The successful bidder shall not construct any improvements to the spaces without the prior written approval of the DOA, which may be granted or withheld in the DOA's sole and absolute discretion.
 - E. The 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 the 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.
 - F. In the event that the spaces described herein are required by the County for other purposes, the County shall have the right to require the 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.
-

PARKING:

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

LABOR ACTIVITY:

- A. 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 remedying 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.
- B. 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.
- C. In the event of a work stoppage by employees of the County or any of the County's other contractors affecting the site, the 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.

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 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.

SCAVENGING:

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

REPORTS AND OTHER DATA:

- A. 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 the contract.
- B. 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.

WORK ORDER SYSTEM:

- A. 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, personnel 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.
- B. All office equipment, computers, work order system, and internet connection(s) shall be provided by the successful bidder. Successful bidder and DOA must be able to communicate and exchange information via email.

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.

RELIEF FOR ABSENTEEISM AND VACATION:

- A. 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.
- B. The successful bidder shall provide for each vacant position a competent replacement that has the authority to carry out the terms and provisions of the contract.

EMPLOYEE STAFFING:

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

1) 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 shall possess significant computer skills to create reports, spreadsheets, etc., and ability to manage a computerized maintenance management system (CMMS).
- 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).
- 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.
- 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.
- The Contract Manager shall not be a substitute for any other position.
- The Contract Manager shall be fluent in speaking, writing, and reading the English language and capable of communicating clearly over airport radios.

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

Passenger Boarding Bridge Technicians shall be available (on-call) seven (7) days per week, twenty-four (24) hours per day. Normal coverage hours require a minimum of two (2) technicians on duty at all times between the hours of 6:30 AM through 10:30 PM, seven (7) days per week, per employee.

Minimum requirements:

- 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.
- 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.

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

3) Ramp Service Technicians

The Ramp Service Technicians shall work a total of sixteen (16) combined hours per day, seven (7) days per week, any period of eight (8) hours each between the hours of 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.
- The Ramp Service Technicians shall 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.

ON-CALL REQUIREMENTS:

- A. For the purpose of the 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 breakdown), the Contract Manager shall report in person within one (1) hour to the location in question or designee to initiate repairs.
- B. Any determination as to the necessity to report in person to a location listed herein shall be made by the Contract Administrator. This coverage and response shall be part of the contractual obligations during the period of the contract and shall not constitute additional costs to the County.
- C. The 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 the contract and shall not constitute additional costs to the County.

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 the 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 the contract. The hourly rate bid shall apply to any shift coverage requested by Airports.

CONTRACT MANAGER:

- A. 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 the 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 the 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 the contract.
- B. 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.
- C. The Contract Manager, or their designee, shall be on-call at all times for emergencies and shall be able to report in person within a minimum of one (1) hour to any of the locations covered by the contract.
- D. The Contract Manager shall be available to the County to discuss performance of the services or other provisions of the contract.
- E. 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.
- F. The Contract Manager shall be employed exclusively for the contract, and shall have no other duties, functions, responsibilities or obligations with the successful bidder, outside of the scope of the contract or the airport.

COUNTY'S CONTRACT ADMINISTRATOR:

- A. The County will designate a County employee as Contract Administrator who will act on behalf of the County for monitoring successful bidder's performance under the contract.
 - B. 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.
 - C. With regard to the requirements included herein, the County shall decide any and all questions that may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies and all other materials, methods and procedures used in the performance of these services.
 - D. The County will determine the amount and quality of the several kinds of services performed and materials furnished which are to be paid for under the contract.
 - E. The County will have the authority to require the 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.
 - F. 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.
 - G. 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 the contract.
 - H. In the event the Contract Administrator needs a 3rd party technical advisor, an independent inspector may provide recommendations to the Contract Administrator.
-

SECURITY AND IDENTIFICATION:

- A. 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.
- B. Employee(s) serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on or off the Airport and shall not use alcohol on the County's premises nor preceding their work shift, when to do so would in any way effect the performance of the services.
- C. Each employee of the 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.
- D. The Contract Manager who will sign the PBIA Unescorted Media Application form for his organization shall attend the yearly Signatory Authority Training Class.
- E. The County shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The 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.
- F. 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.
- G. Permanent and occasional personnel shall comply strictly with Airports access and security requirements, as well as any other rules and regulations governing conduct on the Airport including but not limited to the Airports Rules and Regulations.
- H. At the beginning of the initial contract term, the County shall provide at no cost to the successful bidder one (1) Airport Security Badge for each employee of the successful bidder performing services under the 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.
- I. 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.
- J. 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.
- K. 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.
- L. Successful bidder shall ensure 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.

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.

CONDITION OF EQUIPMENT AND SYSTEMS:

- A. Unless specifically listed, all equipment and systems within the scope of the contract are assumed to be in 100% operational condition at the initiation of the contract.
 - B. Within thirty (30) days prior to the expiration of the 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.
-

C. **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 the contract shall be furnished by the successful bidder at no additional expense to the County.

D. **PARTS AND EQUIPMENT:**

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

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

- 1) All parts and materials purchased for the County by the successful bidder will be reimbursed at the successful bidder's cost plus established markup.
- 2) Successful bidder, in coordination with the DOA, shall have the means to procure, transport, receive, deliver, distribute and stock, and/or install those parts related to the equipment identified in this Scope of Work/Services. Parts and materials procured by the successful bidder shall be of quality and grade, and be in full compliance with manufacturer's established equipment design and industry practices.
- 3) Successful bidder shall securely store all parts on site.
- 4) All DOA Passenger Boarding Bridge parts and inventory on hand will be transferred from the County to the successful bidder.

E. **MANUFACTURER'S SPECIFICATIONS:**

Successful bidder shall perform all services and repairs as per manufacturer's specifications and frequencies. 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.

400 HERTZ/CABIN AIR SYSTEM:

- A. 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.
- B. 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.
- C. Services performed for the 400 Hertz/cabin air system by the successful bidder shall be coordinated with and under the general direction of County.
- D. Successful bidder is responsible for the 400 Hertz panel. The DOA is responsible for the switchboard / 60 Hertz feed.

SUCCESSFUL BIDDER'S RESPONSIBILITIES:

- A. 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.

B. **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 the contract and may be subject to change. All new/replacement equipment shall be covered under the contract at no additional cost to the County.

Two (2)	Centrifugal chillers (TRANE) with cooling towers (Marley) and all related controls, panels, piping.
(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 28 VDC cable retrievers, located on boarding 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 28 VDC aircraft service cables and connectors.

C. **EMERGENCY SERVICE RESPONSE:**

- 1) 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.
- 2) 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.
- 3) 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.
- 4) Emergency service may include the use of subcontractor personnel when necessary for the requirement for additional technical expertise.

D. **PERFORMANCE OF SCHEDULED MAINTENANCE SERVICE:**

- 1) The successful bidder shall perform daily, weekly, monthly and quarterly inspections of the entire 400 Hertz/cabin air and control systems.
- 2) 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.
- 3) 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.
- 4) 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.

E. **GATE EQUIPMENT:**

- 1) 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.
- 2) 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 the contract (i.e. equipment supplied or specified by others or piping/wiring installed outside of covered equipment).

F. **CENTRAL SYSTEMS:**

- 1) 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.
- 2) 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.
- 3) 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.

G. **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 the contract. All parts taken from this stock shall be documented in work order reports furnished to the County.

H. **REPORTS AND OTHER DATA:**

- 1) The successful bidder shall provide to the County updated service bulletins and catalogs when received for the 400 Hertz/cabin air system.
- 2) 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:
 - a. A detailed inspection and maintenance schedule shall be provided to the County for all covered equipment upon commencement of the contract. It shall be updated and revised as appropriate during the term of the contract and a final schedule shall be delivered prior to conclusion of the contract.
 - b. 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 the contract. It shall show all parts in stock, all parts consumed during period, and list any deficiencies to original quantities. The County may request a current inventory report at anytime during the term of the contract.

PASSENGER BOARDING BRIDGES:

- A. 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 DOA is responsible for the load side of power at the disconnect. The following is a list of current passenger boarding bridges and related equipment located at the Airport:

1) 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

2) RELATED ACCESSORY AND ANCILLARY EQUIPMENT

- a. Portable water hoses, nozzles, water cabinet and equipment located within. The successful bidder's responsibility starts at the back flow. The DOA is responsible for the feed to the potable water cabinet.
Location: At base of each Passenger Boarding Bridge & Concourse A
Quantity: Twenty-nine (29)
- b. 400 Hertz Cable Retrievers, Mfg. by INET
Location: At top of each boarding bridge head
Quantity: Twenty-eight (28)
- c. 28VDC Cable Retrievers, Mfg. by INET
Location: At top of each boarding bridge head
Quantity: Twenty-eight (28)
- d. Cable-operated baggage lifts (NOVA), Mfg by US Applied Mechanics
Location: Attached to PLB exterior star platform
Quantity: Twenty-eight (28)
- e. Cabin air hose storage baskets
Location: Attached to PLB bridge head
Quantity: Twenty-eight (28)

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

C. **SCHEDULED MAINTENANCE:**

- 1) 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.
- 2) 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.
- 3) 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.

D. **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.

E. **REMOVAL FROM SERVICE:**

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

F. **MISCELLANEOUS EQUIPMENT, MATERIALS, AND SUPPLIES:**

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

G. **PARTS:**

- 1) All parts integral and unique to the boarding 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 the contract. The successful bidder may be allowed to stock minimum quantities of consumable parts upon approval of the County.
- 2) All parts and materials which are to be furnished by the successful bidder shall be invoiced at the successful bidder's cost plus established 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.
- 3) 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 plus established markup. 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.

H. **REPAIRS PURSUANT TO TROUBLE CALLS:**

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

I. **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:

- 1) Damage caused by wind, vehicles, fire, etc.
- 2) Replacement of carpet.

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

J. **DAILY INSPECTIONS:**

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

- 1) Tires - visual check.
 - 2) Hydraulic System - visual check for leakage and fluid level.
 - 3) Electrical - Check power supply available for boarding bridge, cabin air systems, and 400 Hertz.
 - 4) Operation of boarding bridge - hydraulic system operations, all CAB and Tunnel functions working properly.
 - 5) Visual check for damage to boarding bridge.
 - 6) Daily inspection reports shall be made available to the County, noting any deficiencies or repairs required to covered systems.
-

TRITURATOR:

- A. 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 as listed below:

Equipment: Solid Waste Triturator and associated controls
 Model: TM8512
 Mfg.: Franklin Miller Taskmaster TM8500
 Quantity: 2

B. **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.

PORTABLE WHEELCHAIR ACCESS LIFT:

- A. 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.

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

B. **SCHEDULED MAINTENANCE:**

Monthly inspections:

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

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

Quarterly:

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

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

COUNTY ACCEPTANCE

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

PAYMENT

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

BID RESPONSE
BID #21-070/CC

MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	FACTORED RATE
1.	ROUTINE SERVICES PASSENGER BOARDING BRIDGES, AS SPECIFIED HEREIN	MO	\$ _____	X .40	\$ _____
2.	ROUTINE SERVICES CABIN AIR, AS SPECIFIED HEREIN	MO	\$ _____	X .25	\$ _____
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	\$ _____
7.	HOURLY RATE FOR HVAC TECHNICIAN 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 #21-070/CC

MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	FACTORED RATE
8.	HOURLY RATE FOR PLUMBER OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ _____	X .05	\$ _____
9.	HOURLY RATE FOR PROJECT WORK OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ _____	X. 05	\$ _____
TOTAL FACTORED RATE FOR ITEMS 1 – 9					\$ _____

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 Site Inspection was made, per Term and Condition #10?
 Acknowledge Qualification of Bidders information is included, per Term and Condition #11?
 Acknowledge Criminal History Records Check requirement, per Term & Condition #12?
 Acknowledge Materials/Parts are to be supplied at bidder's cost plus established markup, per Term & Condition #14?
 Acknowledge Insurance requirements, per Term and Condition #23?

YES/INITIAL _____
 YES/INITIAL _____
 YES/INITIAL _____
 YES/INITIAL _____
 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 the County, provide a copy of the Joint Venture Agreement signed by all parties.

Commercial Non-Discrimination Certification:
 By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
* SIGNATURE: _____	PRINT NAME:	
	PRINT TITLE:	
ADDRESS: _____		
CITY / STATE: _____		ZIP CODE: _____
TELEPHONE #	EMERGENCY #	TOLL FREE #
FAX #	E-MAIL:	
APPLICABLE LICENSE(S) NUMBER #		TYPE:
FEDERAL ID #		

QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #21-070/CC

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

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone:	Cell:
	Fax:	E-Mail:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone:	Cell:
	Fax:	E-Mail:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		This contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	Phone:	Cell:
	Fax:	E-Mail:
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION
IFB #21-070/CC

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

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

- I. Bidder is a:

Local Business:

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

(Please indicate):

Headquarters located in Palm Beach County

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

Glades Business:

A Glades business has a permanent place of business in the Glades.

(Please indicate):

Headquarters located in the Glades

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

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

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)
_____, of _____
(Title/Position) (Firm Name of Bidder)

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

(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #21-070/CC

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

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

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

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

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)
_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

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

Signature _____ Date _____

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____

SOLICITATION/PROJECT/BID No.: _____

NAME OF PRIME RESPONDENT/BIDDER: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____ E-MAIL: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____

DEPARTMENT: _____

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

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. _____	☐	☐	☐	_____	_____	_____	_____	_____
2. _____	☐	☐	☐	_____	_____	_____	_____	_____
3. _____	☐	☐	☐	_____	_____	_____	_____	_____
4. _____	☐	☐	☐	_____	_____	_____	_____	_____
5. _____	☐	☐	☐	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)				Total	_____	_____	_____	_____

Total Bid Price \$ _____

Total SBE - M/WBE Participation _____

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

Signature

Title

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

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(es) that apply)

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

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

Column 1

☐ Male ☐ Female

Column 2

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

Column 3

☐ Supplier

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

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

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

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

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

By: _____

Authorized Signature

Print Name

Print Name

Title

Title

Date: _____

Date: _____

09/17/28/2019

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

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

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

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

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.

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

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

This is to certify
that _____ received a

(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ _____ from _____
(Prime Contractor Name)

On / / for my Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____ / _____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

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

Name of 2nd/3rd tier Subcontractor/subconsultant _____ Price or Percentage: _____

By: _____
(Signature of Subcontractor/subconsultant)

(Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ (year), by _____ (name of person acknowledging).

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification _____ Type of Identification _____

2. Bid Forms

On the following pages please find enclosed the original bid forms and supporting documentation.

Page 32

BID RESPONSE
 BID #21-070/CC

MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	FACTORED RATE
1	ROUTINE SERVICES PASSENGER BOARDING BRIDGES, AS SPECIFIED HEREIN	MO	\$ 35,518.41	X .40	\$ 14,207.36
2	ROUTINE SERVICES CABIN AIR, AS SPECIFIED HEREIN	MO	\$ 13,023.42	X .25	\$ 3,907.02
3	ROUTINE SERVICES 400HZ & 28V GROUND POWER, AS SPECIFIED HEREIN	MO	\$ 10,655.52	X .05	\$ 532.78
4	HOURLY RATE FOR PASSENGER BOARDING BRIDGE TECHNICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ 39.97	X .05	\$ 2.00
5	HOURLY RATE FOR RAMP SERVICE TECHNICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ 28.52	X .05	\$ 1.43
6	HOURLY RATE FOR COMMERCIAL ELECTRICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ 55.00	X .05	\$ 2.75
7	HOURLY RATE FOR HVAC TECHNICIAN OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ 50.00	X .05	\$ 2.50

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: ERMCAviation LLC

BID RESPONSE
BID #21-070/CC

MAINTENANCE OF AIRPORT FACILITIES AND SYSTEMS, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE	WEIGHT FACTOR	FACTORED RATE
8.	HOURLY RATE FOR PLUMBER OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ 50.00	X .05	\$ 2.50
9	HOURLY RATE FOR PROJECT WORK OUTSIDE OF ROUTINE SERVICES, AS SPECIFIED HEREIN	HR	\$ 35.00	X .05	\$ 1.75
TOTAL FACTORED RATE FOR ITEMS 1 - 9					\$ 18,657.59

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 Site Inspection was made, per Term and Condition #10?
Acknowledge Qualification of Bidders information is included, per Term and Condition #11?
Acknowledge Criminal History Records Check requirement, per Term & Condition #12?
Acknowledge Materials/Parts are to be supplied at bidder's cost plus established markup, per Term & Condition #14?
Acknowledge Insurance requirements, per Term and Condition #23?

YES/INITIAL
YES/INITIAL
YES/INITIAL
YES/INITIAL
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 the County, provide a copy of the Joint Venture Agreement signed by all parties

Commercial Non-Discrimination Certification:

By signing below, bidder hereby certifies, per General Term and Condition #3n, that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
ERMC Aviation LLC		09-21-2021
* SIGNATURE: <u>Danny Pena</u>	PRINT NAME: Danny Pena	
		PRINT TITLE: Vice President of Operations
ADDRESS: Dept of Airport Bldg G		
CITY / STATE: West Palm Beach, FL		ZIP CODE: 33406-0000
TELEPHONE # 817-834-0244	EMERGENCY # 423-394-2045	TOLL FREE #
FAX #	E-MAIL: Danny.Pena@unifiservice.com	
APPLICABLE LICENSE(S) NUMBER # CGC1519621		TYPE: Certified General Contractor
FEDERAL ID # 82-3209825		

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH ABRAMO, Clerk of the Circuit Court &
Comptroller of Public Accounts, do hereby certify that this is a true and correct copy
of the original filed in my office
on NOV 15 2021
dated at West Palm Beach, FL on 11/24/2021
By: B. Jenkins
Deputy Clerk