

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/18/2024

Contract/Lease Control #: C24-3934-AP

Procurement#: ITB AP 04-24

Contract/Lease Type: CONTRACT - AGREEMENT

Award To/Lessee: ERMC Aviation, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/16/2024

Expiration Date: 210 Days Final Completion

Description of: Replace Baggage Claim Units 1&2 at VPS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

Monitor's FAX # or E-mail: TSTAGE@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

**PROCUREMENT / CONTRACT / LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: ~~XXXXXXXXXXXX~~ C24-3934-AP Tracking Number: 5069
Procurement/Contractor/Lessee Name: ERMC Aviation Grant Funded: YES ___ NO X
Purpose: Replace Baggage claim units 1+2
Date/Term: 210 final / 180 day substantial
Department #: 4255
Account #: 542413
Amount: \$1,000,000.00
Department: AP Dept. Monitor Name: Stacy

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
[Signature] Date: 11/29/23
Amber Hammonds, CeCelia VandenBroeck, DeRita Mason, or Erin Poole

2CFR Compliance Review (if required)

Approved as written: _____ Grant Name: _____
Required: Yes ___ No N/A Date: _____
Grants Coordinator – Suzanne Ulloa

Risk Management Review

Approved as written: see attached email Date: 12/15/23
Risk Manager or designee – (Circle One: Karen Donaldson / Jacqueline Mtichuk / Odessa Cooper-Pool)

County Attorney Review

Approved as written: See attached email Date: 12/7/23
County Attorney - (Circle One: Lynn Hoshihara, Kerry Parsons or Designee)

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

Approved as written: _____ Date: _____

Erin Poole

From: Odessa Cooper-Pool
Sent: Tuesday, December 5, 2023 11:56 AM
To: Erin Poole
Subject: RE: ERMCAgreement Review/Approval
Attachments: ERMCAviation Agreement Draft (003).docx

Good morning Erin,

The ERMCAviation Agreement draft has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Erin Poole <epoole@myokaloosa.com>
Sent: Thursday, November 30, 2023 9:26 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Subject: RE: ERMCAgreement Review/Approval

Please see updated for review/approval.

Thank you,

Erin Poole

Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext 6972 Fax: 850.689.5970
Email: epoole@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Sent: Wednesday, November 29, 2023 4:38 PM
To: Erin Poole <epoole@myokaloosa.com>
Subject: RE: ERMC Agreement Review/Approval

Hello Erin,

I was looking at the ERMC Aviation agreement, but I did not see the insurance requirements. I looked back at the email where it was decided to do the \$5 M insurance and I have added it to this email. Would you please make sure the bidder is aware of this and it is added in?

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Erin Poole <epoole@myokaloosa.com>
Sent: Wednesday, November 29, 2023 6:27 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: ERMC Agreement Review/Approval

Please see attached for review/approval.

Thank you,

Erin Poole

Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road

Crestview, FL 32536
Phone: 850.689.5960 ext 6972 Fax: 850.689.5970
Email: epoole@myokaloosa.com

SAVE THE DATE! Registration is now OPEN!
Pars for Procurement Golf Classic
CGCC Annual Pars for Procurement Golf Classic
November 17, 2023
Blackwater Golf Club
4927 Antioch Road
Crestview, FL 32536



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

Erin Poole

From: Lynn Hoshihara
Sent: Thursday, December 7, 2023 1:45 PM
To: Erin Poole
Cc: Kerry Parsons
Subject: Re: ERMCAgreement Review/Approval

Erin,

This is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Erin Poole
Sent: Wednesday, November 29, 2023 7:26:21 AM
To: Lynn Hoshihara
Cc: Kerry Parsons
Subject: ERMCAgreement Review/Approval

Please see attached for review/approval.

Thank you,

Erin Poole
Contracts & Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850.689.5960 ext 6972 Fax: 850.689.5970
Email: epoole@myokaloosa.com



SAVE THE DATE! Registration is now OPEN!!
Pars for Procurement Golf Classic
GCCC Annual Pars for Procurement Golf Classic
November 17, 2023
Blackwater Golf Club
4927 Antioch Road
Crestview, FL 32536



Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.



Board of County Commissioners Purchasing Department

State of Florida

Date: November 17, 2023

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
ITB AP 04-24

Replace Bag Claim Units 1 and 2 at Destin-Fort Walton Beach Airports
(VPS)

Okaloosa County would like to thank all businesses, which submitted bids for Replace Bag Claim Units 1 and 2 at Destin-Fort Walton Beach Airports (VPS). (ITB AP 04-24)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

ERMC Aviation, LLC.
2302 113th Street, Suite 100
Grand Prairie, TX 75050

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

DeRita Mason Digitally signed by DeRita Mason
Date: 2023.11.16 06:23:17 -06'00'

DeRita Mason
Purchasing Manager



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company
ERMC AVIATION LLC

Filing Information

Document Number	M18000000651
FEI/EIN Number	82-3209825
Date Filed	01/22/2018
State	DE
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	01/11/2021
Event Effective Date	NONE

Principal Address

950 E Paces Ferry Rd
Suite 2000
ATLANTA, GA 30326

Changed: 04/20/2022

Mailing Address

950 E Paces Ferry Rd
Suite 2000
ATLANTA, GA 30326

Changed: 04/20/2022

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 01/11/2021

Address Changed: 01/11/2021

Authorized Person(s) Detail

Name & Address

Title Member

AirCo Aviation Services, LLC
950 E Paces Ferry Rd
Suite 2000
ATLANTA, GA 30326

Annual Reports

Report Year	Filed Date
2021	04/20/2021
2022	04/20/2022
2023	04/27/2023

Document Images

04/27/2023 -- ANNUAL REPORT	View image in PDF format
04/20/2022 -- ANNUAL REPORT	View image in PDF format
08/18/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
01/11/2021 -- CORLCRACHG	View image in PDF format
03/17/2020 -- ANNUAL REPORT	View image in PDF format
11/21/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
01/22/2018 -- Foreign Limited	View image in PDF format

CONTRACT: C24-3934-AP
ERMC Aviation, LLC.
Replace Baggage Claim Units 1&2
EXPIRES: 210 Days Final Completion

**AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA
AND ERMC AVIATION, LLC.**

CONTRACT ID C24-3934-AP

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made this 16th, day of January, 2024, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the “County”), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and ERMC Aviation, LLC, a Texas Limited Liability Company authorized to do business in the State of Florida (hereinafter referred to as “Contractor”) whose Federal I.D. # is 82-3209825.

RECITALS

WHEREAS, the County is in need of a contractor to provide Replacement of Baggage Claim 1 & 2 (Services”) at Destin-Fort Walton Beach Airport (VPS); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County obtained sealed bids from contractors to perform these Services. A copy of Contractor’s proposal is included as Attachment “A”; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of eight hundred forty-five thousand eight hundred fifty-seven dollars and ninety-nine cents (\$845,857.99), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference.

The following documents are attached to this Agreement and are incorporated herein.

- Exhibit “A” – ITB AP 04-24 and Contractor’s Bid;
- Exhibit “B” – Insurance Requirements;
- Exhibit “C” – Title VI list of pertinent nondiscrimination acts and authorities;
- Exhibit “D” – Vendors on Scrutinized List Form;

2. Services. Contractor agrees to perform the following services, for Replacement of Baggage Claims 1 & 2 at Destin-Fort Walton Beach Airport (VPS). The Services to be provided are further detailed in the Contractor’s proposal attached as Attachment “A” and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County’s needs and pursuant to the terms of this

Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal.

The Agreement will be final once both parties have signed the agreement and it is approved by the Board of County Commissioners. A notice to proceed will be issued when the work is ready to begin. The work must be substantially completed no more than one hundred and eighty (180) days from Notice to Proceed, with final completion no more than two hundred and ten (210) days from Notice to Proceed pending lead time for the bag claim units. The work should be completed without delay.

- 4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of eight hundred forty-five thousand eight hundred fifty-seven dollars and ninety-nine cents (\$845,857.99), as further detailed below.
- a. Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold
 - b. 95 % of Work completed (with the balance being retainage).
 - c. 95 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner.
 - d. **Payment Schedule.** Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
 - e. **Availability of Funds.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. **Ownership of Documents and Equipment.** All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.
6. **Insurance.** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.
7. **Termination and Remedies for Breach.**
 - a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
 - b. **Termination for Convenience of County.** The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
 - c. **Termination for Insolvency.** The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.

- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- 8. Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.
- 9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County's custodian of public records, 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 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records,

in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

- 10. **Audit.** The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.
- 11. **Notices.** All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Tracy Stage, Airport Director 1701 State Road 85 N Eglin AFB 32542 Phone: 850-651-7160 Fax: 850-651-7164 Email: tstage@myokaloosa.com	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Joseph Buschini ERMC Aviation, LLC 2302 113 th Street Suite 100 Grand Prairie, Texas 75050 Phone: 817-834-0244 Email: joseph.buschini@unifiservice.com	

- 12. **Assignment.** Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this

Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

- 13. Subcontracting.** Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.
- 14. Civil Rights.** The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the formal quote solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 15. Compliance with Nondiscrimination Requirements.** During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

 - a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
 - b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 - c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
 - e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
 - f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 16. Compliance with Laws.** Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
- 17. Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

- 18. Independent Contractor.** Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.
- 19. Third Party Beneficiaries.** It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 20. Indemnification and Waiver of Liability.** The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

- 21. Taxes and Assessments.** Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill

contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

- 22. Prohibition Against Contracting with Scrutinized Companies.** Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 23. Inconsistencies and Entire Agreement.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments "A", "B", "C", and "D".
- 24. Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.
- 25. Entire Agreement.** This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

26. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

[This part of the page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

VENDOR:

DocuSigned by:
Joseph Buschini
8F9AB7A2407745D..

Signature


Joseph Buschini

Printed Name

Joseph Buschini, CFO

Title

1/9/2024 | 9:01 AM PST



J.D. Peacock, II, Clerk



OKALOOSA COUNTY, FLORIDA

BY: 

Paul Nixon, Chairman



Proposal Package

Destin-Fort Walton Beach Airport



Replace Bag Claim Units 1 and 2 at Destin-Fort Walton Beach Airport (VPS)
ITB AP 04-24

Due Date and Time: November 1, 2023 / 3:00pm (CDST)

Submit to:

Okaloosa County Purchasing Department
5479A Old Bethel Road / Crestview, FL 32536
Email: epoole@myokaloosa.com Ph. (850) 689-5960

Proposer:

ERMC Aviation, LLC
2302 113th Street, Suite 100
Grand Prairie, TX 75050
817.834.0244



Table of Contents

1. Respondent’s Acknowledgement..... 5

2. Executive Summary..... 6

 a. ERMIC History 6

3. Experience and Capabilities..... 7

 a. The ERMIC Organization 7

 b. Locations and Services 8

 c. Range of Services..... 9

 d. Sample of Active Contracts 11

 d. Ongoing and Completed Projected Work..... 13

4. Understanding the Scope of Work and Processes..... 13

 a. Understanding the Scope of Work..... 13

 b. Tools 14

 c. Part, Materials, and Equipment 15

 d. The Team 16

 e. Warranty..... 17

5. License..... 18

6. Response Document #1 19

7. Response Document #2 20

8. Response Document #3 21

9. Response Document #4 22

10. Response Document #5 23

11. Response Document #6 24

12. Response Document #7 25

13. Response Document #8 26

14. Response Document #9 27

15. Response Document #10 28

16. Response Document #11 29

17. *Response Document #12* 31

18. *Response Document #13* 32

19. *Response Document #14* 33

20. *Response Document #15* 34

21. *Response Document #16* 35

22. *Response Document #17* 36

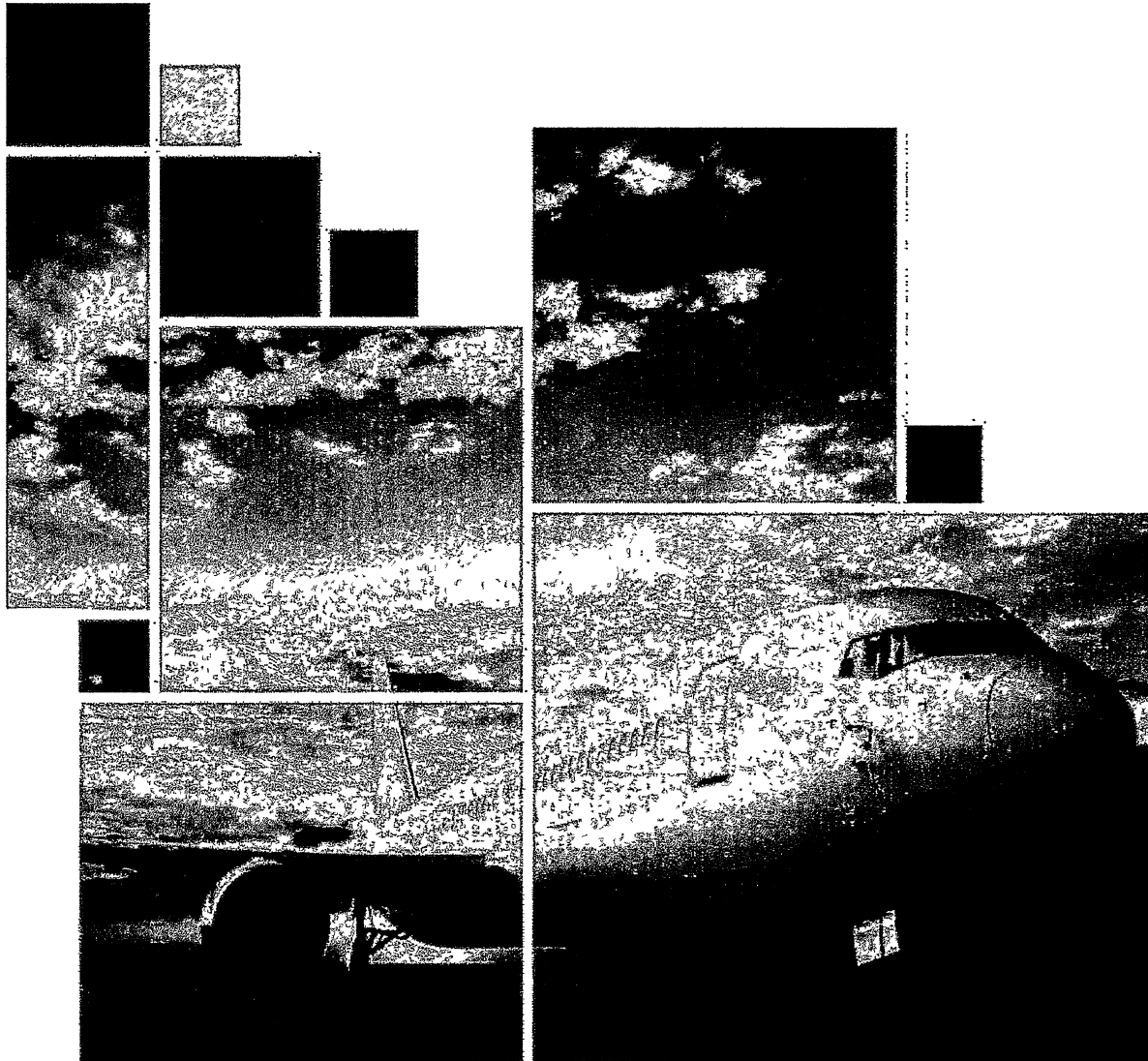
23. *Response Document #18* 41

24. *Response Document #19* 42

25. *Response Document #20* 44

ERMIC

DELIVERING INNOVATIVE MAINTENANCE SERVICES
FACILITY ASSET SERVICES



1. Respondent's Acknowledgement



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT

ITB TITLE:
Replace Bag Claim Units 1 and 2 at Destin-Fort Walton
Beach Airports (VPS)

ITB NUMBER:
ITB AP 04-24

ISSUE DATE: October 2, 2023 8:00 A.M. CDST
LAST DAY FOR QUESTIONS: October 18, 2023 3:00 P.M. CDST
ITB OPENING DATE & TIME: November 1, 2023 3:00 P.M. CDST


NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this ITB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be submitted electronically by the time and date listed above. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME ERMIC Aviation, LLC.
MAILING ADDRESS 2302 113th Street Suite 100
CITY, STATE, ZIP Grand Prairie, Texas 75050
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 82-3209825
TELEPHONE NUMBER: 817-834-0244 **EXT:** _____ **FAX:** _____
EMAIL: joseph.buschini@unifiservice.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT.

AUTHORIZED SIGNATURE  **TYPED OR PRINTED NAME** Joe Buschini
TITLE: CFO **DATE** 11/1/2023

Rev. September 22, 2013

2. Executive Summary

For the past 24 years, ERMC Aviation has provided world-class services to airports and airlines. Throughout this proposal, we will discuss our value-added services and competitive advantages. One of our most significant competitive advantages is our staff retention rates and experienced management team. During this time, we have had the privilege of developing and retaining many of our employees, some of which have become part of our management team.

Our management team has come up through the ranks, they fully understand all aspects of operations, and set the culture, expectations, and performance. The goal of our management team is to ensure the continuity of operations, the initiative-taking mitigation of risks, the utilization of quality control and continuous improvement processes resulting in the highest performance.

In the Organizations and Experience section, you will read more about our management team. Each of these individuals have been with ERMC for ten years or more, resulting in a combined experience of over one hundred years in the baggage handling and passenger boarding bridge industry. However, we can never stop learning in an ever-changing and evolving industry such as this. We stay engaged through organizations such as the IABSC (International Association of Baggage System Companies), AAE (American Association of Airport Executives), and their many sub-chapters.

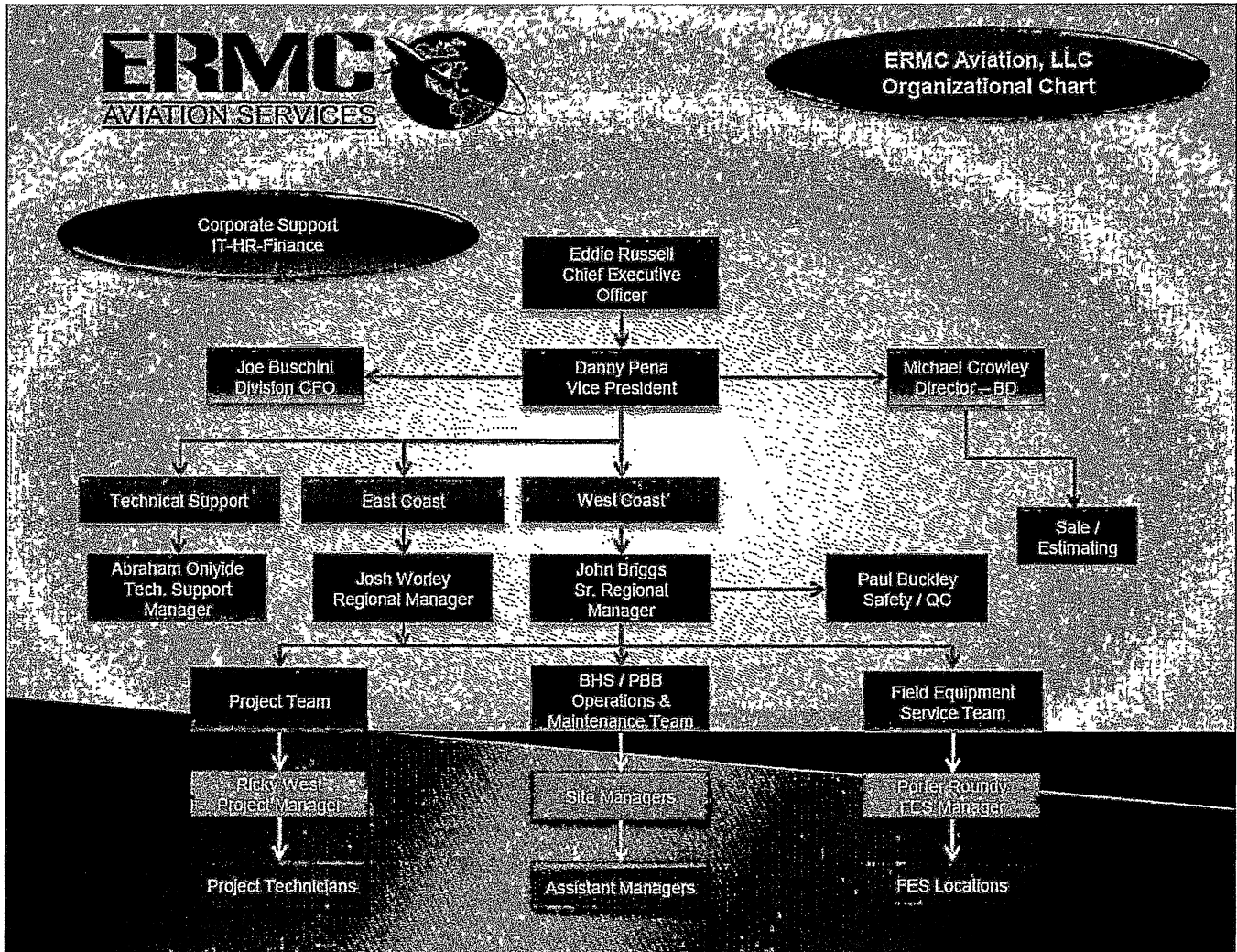
a. ERMC History

ERMC was created in 1973, providing security services to commercial facilities. As the company grew, it began to diversify by adding janitorial services, facility maintenance, and landscaping. Offering multiple disciplines to its portfolio enabled ERMC to become a total facility provider across the nation.

In 1998, ERMC expanded, this time forming ERMC Aviation which had a singular purpose: to provide operations and maintenance for baggage handling systems, passenger boarding bridges, ground support equipment, and facility maintenance specifically for airports and airlines. Since 1998, we have grown from two airport contracts to over 60 and have expanded our service beyond maintenance to include refurbishments, installations, and upgrades. Focusing directly on airport equipment maintenance and repairs has allowed us to apply our resources effectively and efficiently to ensure our clients receive unparalleled value, expertise, customer service, and quality in these lines of service.

3. Experience and Capabilities

a. The ERMC Organization



b. Locations and Services

We are confident we are more than qualified to fulfil the requirements of this contract. The matrix below demonstrates our range of experience, customer base and geographical footprint.

Current ERMC Locations									
Line Item	IATA	PBB	PCA	GPU	PWC	Baggage Lifts	BHS	Controls /PLC	Facilities Maintenance
1	BOS	✓	✓	✓	✓	✓	✓	✓	
2	DAL	✓	✓	✓	✓	✓	✓	✓	
3	DFW		✓	✓					✓
4	ECP	✓	✓	✓	✓	✓	✓	✓	
5	FLL						✓	✓	
6	HOU	✓	✓	✓	✓	✓	✓	✓	
7	MKE	✓	✓	✓	✓	✓	✓	✓	
8	OMA	✓	✓	✓	✓	✓	✓	✓	
9	PBI	✓	✓	✓	✓	✓			
10	PHX	✓	✓	✓	✓	✓	✓	✓	
11	SDF						✓	✓	
12	STL	✓	✓	✓	✓	✓			
13	VPS	✓	✓	✓	✓	✓	✓	✓	
Line Item	IATA	PBB and/or Ancillary Equipment				Baggage Handling System			
14	ABQ				✓				✓
15	ACT				✓				
16	AMA				✓				✓
17	AUS				✓				
18	BDL				✓				
19	BOI				✓				
20	BTV				✓				
21	BUF				✓				
22	CHS				✓				
23	CLE				✓				✓
24	CIL				✓				✓
25	CMH				✓				
26	COS				✓				
27	GRF				✓				✓
28	CVG				✓				
29	DAB								✓
30	DEN				✓				
31	DSM				✓				
32	DTW				✓				
33	ELP				✓				

34	GEG	✓	
35	GRR	✓	
36	GSO	✓	
37	GSP		
38	HRL	✓	
39	IAD	✓	
40	ICT	✓	
41	IND	✓	
42	JAN		✓
43	JAC	✓	
44	LBB	✓	
45	LEX	✓	✓
46	LIT	✓	
47	MAF	✓	
48	MEM	✓	✓
49	MFE	✓	✓
50	MHT	✓	
51	MSY	✓	
52	OKC	✓	
53	ORD	✓	
54	ORF	✓	
55	PDX	✓	
56	PIE	✓	✓
57	PIT	✓	
58	PWM	✓	
59	RIC	✓	
60	SAT	✓	
61	SBA	✓	
62	SEA	✓	
63	SJC	✓	
64	SRQ	✓	
65	TUL	✓	
66	TUS	✓	✓
67	XNA	✓	✓

c. Range of Services

ERMC Aviation is a world-class service provider in the airport equipment industry and understands that every operation, customer, and airport have its own requirements. Over the years, we have continued to strategically expand in ways that best fit our customer's needs by adding the necessary components to our team so that we can be extremely well-versed in all facets of the industry.

Some of the services we offer are listed below.

- Fully Staffed Operations and Maintenance (BHS and PBB)
 - Staffed 24/7
 - Staffed During Hours of Operations
- Scheduled Maintenance and Repairs
- Non-Scheduled Maintenance and Repairs
- Corrective and Emergency Repairs
- 24/7 Phone Support
- PBB Refurbishments and Repairs
- BHS Conveyor Installations
- BHS Conveyor Refurbishments and Rebuilds
- Installation and Refurbishments of Claim, and Make-up Units
- BHS Programable Logic Controls (PLC)
- On-Site and Remote Troubleshooting
- Scheduled System Health Checks
- The “Travel Team” this Team is Comprised of very Experienced Technicians that Travel to Sites Performing Routine Maintenance but Specialize in Troubleshooting BHS and PBB Matters. This Team also assists other Sites with detailed Training on BHS and PBB Equipment.
- The “Project Team,” much like the Travel Team, these Technicians are well Versed in BHS and PBB Equipment but have an Emphasis on Rebuilding, Refurbishing, and Installations. This team has installed and/or refurbished makeup and claim units from every major manufacturer.

d. Sample of Active Contracts

ERMC currently has active BHS and/or PBB staffed contracts ranging from 53M – 1.6M in passenger volume with a total of 144.6M and an average of 12.5M passengers per year.

Customer: Southwest Airlines

Location: Dallas Love Field Airport

Passenger Volume: 7.8M

Scope of Work: Baggage Handling System and Passenger Boarding Bridge O&M

Customer: Southwest Airlines

Location: Houston Hobby Airport

Passenger Volume: 6.5M

Scope of Work: Baggage Handling System and Passenger Boarding Bridge O&M

Customer: Southwest Airlines

Location: Boston Logan International Airport

Passenger Volume: 17.4M

Scope of Work: Baggage Handling System and Passenger Boarding Bridge O&M

Customer: Southwest Airlines

Location: St. Louis Lambert International Airport

Passenger Volume: 6.7M

Scope of Work: Passenger Boarding Bridge O&M

Customer: Southwest Airlines

Location: Phoenix Sky Harbor International Airport

Passenger Volume: 21.8M

Scope of Work: Baggage Handling System and Passenger Boarding Bridge O&M

Customer: Southwest Airlines

Location: Eppley Airfield (Omaha, NE.)

Passenger Volume: 2.2M

Scope of Work: Baggage Handling System and Passenger Boarding Bridge O&M

Customer: Northwest Florida Beaches International Airport

Location: Panama City, FL.

Passenger Volume: 1.8M

Scope of Work: Baggage Handling System and Passenger Boarding Bridge O&M

Customer: Destin – Fort Walton Beach Airport

Location: Eglin AFB, FL.

Passenger Volume: 1.6M

Scope of Work: Baggage Handling System and Passenger Boarding Bridge O&M

Customer: Louisville International Airport

Location: Louisville, KY.

Passenger Volume: 3.9M

Scope of Work: Baggage Handling System and Passenger Boarding Bridge O&M

Customer: Fort Lauderdale/Hollywood International Airport

Location: Fort Lauderdale, FL.

Passenger Volume: 15.3M

Scope of Work: Baggage Handling System O&M

Customer: Palm Beach International Airport

Location: West Palm Beach, FL.

Passenger Volume: 6.6M

Scope of Work: Passenger Boarding Bridge O&M

Customer: American Airlines

Location: Dallas/Fort Worth International Airport

Passenger Volume: 53M

Scope of Work: PCA and GPU O&M

d. Ongoing and Completed Projected Work

ERMC is currently in the bidding stage of multiple opportunities within the Baggage Handling System and Passenger Boarding Bridge Repairs, Operations, and Maintenance Industry. However, due to their ongoing nature we are unable disclose many of them.

Upcoming Projects:

TUS: Full Upgrade of Four (4) Existing BHS', Replacing Mechanical Components and PLC.

TUS: Provide and Replace Slope Plate Makeup Unit

BHM: Provide and Replace Four (4) Makeup Units

Projects In-Progress:

MEM: Provide and Replace Slope Plate Makeup Unit

SDF: Replace all Stainless-Steel Pallets on Existing Makeup Unit

HOU: Upgrade/Repair 24 JBT Passenger Boarding Bridges

Completed 2023 Projects:

DAL: Full Refurbishment of Two (2) Makeup Units

HOU: Full Refurbishment of Two (2) Makeup Units

4. Understanding the Scope of Work and Processes

ERMC has read and understands the operational requirements set forth in the document No. ITB AP 04-24

a. Understanding the Scope of Work

ERMC acknowledges that Destin-Fort Walton Beach Airport is looking to outsource the installation of two flat plate baggage claim units.

ERMC has read and understands the solicitation requirements and is fully prepared to perform and comply with the contract requirements. In every airport we work at, ERMC has modified and improved the procedures to better meet the ever-changing demands placed on the baggage handling systems. ERMC will perform all services in compliance with Destin-Fort Walton Beach Airport terms and conditions.

The Process:

ERMC proposes to replace the existing flat plate claim units currently located in the baggage claim area. ERMC technicians will construct a temporary wall around the first unit, ensuring it is secured by locked door(s). The team will then begin to demo and remove the existing unit, and all related mounting, electrical and control devices. The scrap metal will be staged in a predesignated area not to impede foot or auto traffic before being removed from airport property. The immediate area will be cleaned of all debris, and a protective floor covering will be placed on top of the existing flooring. The new carousel frame will be set in place and fastened together, the drive assembly will be installed along with the crescent pallets, T-Bars, rollers, guides, and related hardware. Once the unit is in place and secured to the concrete pad the motor and control devices will be re-connected. Simultaneously, the chop doors will be removed and mechanically installed. Once mechanical installation is completed the electrical, control devices, photo-eyes, and alarms, will be installed along with the new MCPs.

Once all equipment, devices, and components have been verified the team will begin testing to ensure all electrical and mechanical connections are secure and properly functioning as they should.

The temporary wall will be removed and relocated around the second claim unit. Once work has been completed on both units, ERMC technicians will remain on site for no less than 24 hours to evaluate and ensure both units are functioning properly and adjust as needed. The carousels will then be evaluated and commissioned by ERMC and VPS representatives.

Existing bollards to be secured and painted

b. Tools

ERMC will provide and maintain all necessary tools, and rental equipment required to successfully perform all tasks outlined in the Scope of Work for this contract.

c. Part, Materials, and Equipment

Claim Units – Unified Supply

ERMC proposes to install two (2) flat plat claim units manufactured by Unified Supply.

- Equipment Type: U1 Flat Plate Claim Units
- “L” Shaped Carousel
- 93 Pallet Supports – Polyurethane Coated Crescent Shaped Pallets
- Stainless Steel Trim with #4 Finish
- Center decking shall be framed in 2X6’s with steel braces and a plywood deck covered with a coating similar in appearance and specifications of the existing material.

Security Doors – AESI Doors

ERMC proposes to install a total of five (5) doors for this project. Two (2) per carousel and one (1) to be utilized as an oversized bag drop point.

- Equipment Type: AESI GEN3 SS Shutter
- Stainless Steel Fire/Security Shutter
- Stainless Steel Trim and Hardware
- Black Vinyl Draft Curtain
- N40 LH R and N40 RF R
- AESI PLC Controller

MCPs / Controls:

- MCP’s shall be of similar size and configuration while utilizing new, like for like parts and components.
- Design, drawings, Built, FAT Programming of PLC.
- Test Plans

- Commissioning
- Provide Documentation
- Testing and Validation

ERMC will coordinate all shipping details, off-load all trucks, and stage parts and equipment in a pre-designated area.

ERMC will make every attempt to ensure a scrap metal dumpster is not on site more than 5 days per carousel. ERMC's Project manager will work directly with the airport to plan and facilitate this process.

The ERMC Project team will assist and oversee all aspects of the project to include managing sub-contractors.

d. The Team

ERMC has become a world-class service provider in the airport equipment industry and understands that every operation, customer, and airport have its own needs. In every airport we work with, we have identified problems and modified and improved processes to meet the changing demands placed on those.

ERMC leverages technology whenever possible to create an environment that is responsive and provides every advantage possible to our staff. A consistent approach to safety, CMMS to track inventory, preventive maintenance tasks, a communicative staff that keeps employees engaged, and off-site support that is in constant communication and conducts frequent site visits are all significant components of our plan for success.

ERMC focuses on these core tenets to create a culture of teamwork and a sense of ownership on the part of our employees. The result of this approach to process and staffing is a successful contract staffed by personnel who show ownership and initiative.

ERMC will assign four (4) technicians to this contract, these four technicians will be dedicated to the project and will remain on site until final acceptance is issued by airport representatives. As a part of the project team, all technicians will be trained and proficient in BHS equipment, specifically carousels.

Project Manager: Josh Worley:

Josh Worley will be the Project Manager overseeing all aspects of this contract. Josh has made multiple trips to VPS and is familiar with the airport staff and their operational needs and concerns. Josh, along with the ERMC management team will be responsible for ordering parts and materials, setting up SIDA badging, and setting the schedules, setting up weekly calls with the airport leading up to the project to ensure all

parties involved have current updates. Once the project begins, Josh will continue the weekly calls and will have in-person discussions with airport representative informing them of progress made.

ERMC will enable and encourage Josh to provide leadership, management, and direction to the installation team to achieve safety, quality, and productivity and create cost-effective procedures to execute all facets of this contract. Josh has proven to be instrumental in every position he has taken. His leadership and communication skills, training abilities, and “can do” attitude will make him a vital asset to this project.

Area Manager (East) – Paul Buckley

Paul is currently over the VPS BHS/PBB contract and will assist Josh and the project team as needed. Paul, like Josh has many years of experience in the BHS industry and will be available in any capacity if required.

Controls / Technical Support Engineer – Abraham Oniyide

Abraham has a vast knowledge and working relationships with high level controls companies such as Intellimodus (Control Touch) Brock, JMR and Alliant. He has been a valued asset in the 17 years he has spent at ERMC by attending and completing continual education with manufacturers and product design teams and, of course, keeping up with industry trends.

Abraham knows and understands the BHS PLC and systems at VPS and will support the controls portion of this project on an as needed basis. He will also attend the weekly calls so that he remains involved from the beginning of the project.

e. Warranty

Claim Unit Manufacturer:

Unified Supply will replace at no cost, FOB Rhome, Texas, any part proven to be defective in materials or workmanship, for a period of one year from receipt of original shipment. Defectiveness shall be verified by Unified Supply’s inspection. Installation expense shall be borne by the Customer, and Unified Supply’s liability is limited to repairing or replacing said part(s).

- Unified Supply is not liable for consequential damages, such as loss of profit, delays or expenses incurred by failure of said part(s) including without limitation indirect damages or economic damages.
- Failure due to normal wear, abuse, lack of proper maintenance, incorrect adjustments and/or exposure to corrosive, abrasive or damp conditions does not constitute failure due to defects in materials or workmanship.
- Components not of Unified Supply’s manufacture (e.g., motors and gear reducers) will be warranted, repaired, or replaced at the option of the manufacturer.

ERMC Warranty:

Our proposal covers workmanship for a period of twelve (12) months as well as parts replacement for any new equipment that we provide and install for the first twelve (12) months of usage. This price does not include labor to troubleshoot defective equipment or the labor to replace the part in the system. ERMC will provide replacement part(s) with freight prepaid to the airport.

In the event a part is deemed inoperable or defective VPS representatives shall complete and submit a Warranty Claim Ticket (WCT) to ERMC in the first twelve (12) months of the warranty period that begins on the first day of beneficial usage.

5. License



ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

3:08:04 PM 11/11/2023

Licensee Information

Name	JOHNSON, PHILLIP E (Primary Name)
Main Address	ERMC AVIATION LLC (DBA Name) 9360 EQUUS CIRCLE BOYNTON BEACH Florida 33472
County	PALM BEACH
License Location	6020 SHALLOWFORD ROAD SUITE 108 CHATTAHOOCHEE TN 37421
County	OUT OF STATE

License Information

License Type	Certified General Contractor
Rank	Cert General
License Number	CGC1519621
Status	Current/Active
Licensure Date	04/21/2011
Expires	08/31/2024

Special Qualifications **Qualification Effective**

Construction Business	04/21/2011
-----------------------	------------

6. Response Document #1

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION


THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. 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 quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no contest 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 11/1/2023
 COMPANY: ERMC Aviation LLC
 ADDRESS: 2302 113th St Suite 100
Grand Prairie, TX 75050

 PHONE #: 817-834-0244

SIGNATURE: 
 NAME: Joseph Buschini
 (TYPED OR PRINTED)

 TITLE: CFO

 E-MAIL: joseph.buschini@unifiservice.com

7. Response Document #2

RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X

NAME(S)	POSITION(S)

FIRM NAME: ERMC Aviation LLC

BY (PRINTED): Joseph Buschini

BY (SIGNATURE): 

TITLE: CFO

ADDRESS: 2302 113th St Suite 100
Grand Prairie, TX 75050

PHONE NUMBER: 817-834-0244

E-MAIL: joseph.buschini@unifiservice.com

DATE: 11/1/2023

8. Response Document #3

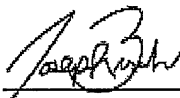
RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

Pract.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 11/1/2023

SIGNATURE: 

COMPANY: ERMC Aviation LLC

NAME: Joseph Buschini

ADDRESS: 2302 113th St Suite 100
Grand Prairie, TX 75050

TITLE: CFO

E-MAIL: joseph.buschini@unifiservice.com

PHONE #: 817-834-0244

9. Response Document #4

RESPONSE DOCUMENT #4: CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, IFN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

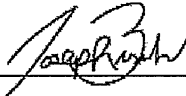
I  representing ERMC Aviation LLC
 Signature Company Name

on this 1st day of November 2023, I hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

10. Response Document #5

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

<u>ERMC Aviation LLC</u>	
Proposer's Company Name	Authorized Signature – Manual
<u>2302 113th St Suite 100 Grand Prairie, TX 75050</u>	<u>Joseph Buschini</u>
Physical Address	Authorized Signature – Typed
<u>2302 113th St Suite 100 Grand Prairie, TX 75050</u>	<u>CFO</u>
Mailing Address	Title
<u>817-834-0244</u>	<u>NA</u>
Phone Number	FAX Number
<u>772-214-0413</u>	<u>682-277-9720</u>
Cellular Number	After-Hours Number(s)
<u>11/1/2023</u>	
Date	

11. Response Document #6

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT
ITB AP 04-24

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
Addendum #1	10-18-2023
Addendum #2	10-25-2023

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

12. Response Document #7

RESPONSE DOCUMENT #7: COMPANY DATA

Respondent's Company Name: ERMC Aviation LLC

Physical Address & Phone #: 2302 113th St Suite 100 Grand Prairie, TX 75050

817-834-0244

Contact Person (Typed-Printed): Danny Pena

Phone #: 817-834-0244

Cell #: 423-394-2045

Federal ID or SS #: 82-3209825

DUNNS/SAM #: _____

Respondent's License #: M18000000651

Additional License – Trade and Number: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: 682-277-9720

Disadvantaged Business
Enterprise (Details) _____

13. Response Document #8

RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM) database" means that:

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(a) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

Offerors SAM information:

Entity Name: ERMIC Aviation LLC

Entity Address: 2302 113th St Suite 100 Grand Prairie, TX 75050

Sam.gov Unique Entity Identifier: _____

CAGE Code: _____

14. Response Document #9

RESPONSE DOCUMENT #9: LIST OF REFERENCES

1. Owner's Name and Address: Southwest Airlines
2702 Love Field Dr. Dallas, TX 75235
 Contact Person: Mark Baker Telephone # (480) 231-1939
 Email: mark.baker2@wnco.com

2. Owner's Name and Address: Southwest Airlines
2702 Love Field Dr. Dallas, TX 75235
 Contact Person: Troy Caperton Telephone # (281) 702-4464
 Email: troy.caperton@wnco.com

3. Owner's Name and Address: American Airlines
1 Skyview Dr. Fort Worth, TX 76155
 Contact Person: Gil Omelaz Telephone # (972) 877-7674
 Email: gilbert.omelaz@aa.com

4. Owner's Name and Address: Tucson International Airport
7250 S. Tucson Blvd. Tucson, AZ 85756
 Contact Person: David Moore Telephone # (520) 279-0588
 Email: dmoore@flytucson.com

5. Owner's Name and Address: Amarillo International Airport
10801 Airport Blvd Amarillo, TX 79111
 Contact Person: Eric Ozier Telephone # (806) 570-7146
 Email: eric.ozier@amarillo.gov

15. Response Document #10

RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

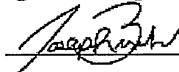
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Joseph Buschini, CFO Name and Title of Contractor's Authorized Official

11/1/2023 Date

16. Response Document #11

**RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3)
(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for ERMC Aviation LLC

2. This sworn statement is submitted by _____

whose business address is: _____ and (if applicable) its Federal Employer Identification

Number (FEIN) is _____ (If entity has no FEIN, include the Social Security Number of the

individual signing this sworn statement: 82-3209825

3. My name is Joe Buschini and my relationship to the entity named above is CFO

4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:

- (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

- Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.
- There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.]
- The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.]

Date: 11/17/2023 Signature: [Signature]

STATE OF: Texas

COUNTY OF: Tarrant

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 31 day of October in the year 2023.

My commission expires: 11-14-2024
Notary Public
[Signature]

Print, Type, or Stamp of Notary Public



Personally known to me, or Produced Identification:

Type of ID

17. Response Document #12

RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (7) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

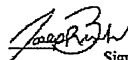
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Joseph Buschini, CFO
 Printed Name and Title of Authorized Representative


 Signature

11/1/2023
 Date

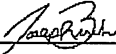
18. Response Document #13

RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate ERMC Aviation LLC, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 11/1/2023
 COMPANY: ERMC Aviation LLC
 ADDRESS: 2302 113th St Suite 100
Grand Prairie, TX 75050
 PHONE NO.: 817-834-0244

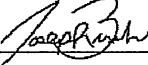
SIGNATURE: 
 NAME: Joseph Buschini
 (Typed or Printed)
 TITLE: CFO
 E-MAIL: joseph.buschini@unifiservice.com

19. Response Document #14

Grant Funded Clauses:

No Obligation by Federal Government: Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.

The Chief Financial Officer on behalf of ERMC Aviation, LLC the *proposer* is authorized to sign below and confirm the *proposer* is fully able to comply with these requirements, federal terms and conditions and has made any inquiries and/or further examination of the law and requirements as is necessary to comply.

DATE:	<u>11/1/2023</u>	SIGNATURE:	<u></u>
COMPANY:	<u>ERMC Aviation LLC</u>	NAME:	<u>Joseph Buschini</u>
ADDRESS:	<u>2302 113th St Suite 100</u> <u>Grand Prairie, TX 75050</u>	TITLE:	<u>CFO</u>
E-MAIL:	<u>joseph.buschini@unifiservice.com</u>		
PHONE NO.:	<u>817-834-0244</u>		

20. Response Document #15

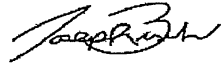
RESPONSE DOCUMENT #15: BUY AMERICA CERTIFICATES

If steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR § 661.13(b) of this part.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

DATE: 11/1/2023

SIGNATURE: 

COMPANY: ERMC Aviation LLC

NAME: Joe Buschini

TITLE: CFO

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

TITLE: _____

21. Response Document #16

RESPONSE DOCUMENT #16: BID SHEET

BID NUMBER: ITB AP 04-24

BID NAME: Replace Bag Claim Units 1 and 2 at VPS

Price for furnishing and installing and testing of bag claim units 1 and 2:

\$845,857.99

(Eight Hundred Forty-Five Thousand, Eight Hundred Fifty-Seven Dollars, and Ninety-Nine Cents)

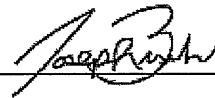
The Contractor represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Contractor shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Dated and signed at Grand Prairie, Texas, this 1st day of November, 2023.

ERMC Aviation LLC

(Name of Contractor)



(Authorized Signature)

CFO

(Title)

2302 113th St Suite 100

(Mailing Address)

Grand Prairie, TX 75050

(City, State, Zip)

82-3209825

(Federal ID No. or SS No.)

22. Response Document #17

RESPONSE DOCUMENT #17: BID BOND

CONTRACTOR (Name and Address):

ERMC Aviation, LLC
 950 East Paces Ferry Rd NE Suite 2000
 Atlanta, GA 30326

SURETY (Name and Address of Principal Place of Business):

Berkley Insurance Company
 475 Steamboat Road
 Greenwich, CT 06830

OWNER (Name and Address):

Okaloosa County
 602 N. Pearl Street
 Crestview, FL 32536

BID:

BID DUE DATE: 11/01/2023
 PROJECT (Brief Description Including Location): ITB AP 32-23 Construct Baggage Claim Expansion as Depicted in Contract Drawings and Specifications at Destin-Fort Walton Beach Airport (VPS)

BOND:

BOND NUMBER: Bid Bond
 DATE: (Not later than Bid Due Date): 11/01/2023
 PENAL SUM: Five Percent of Amount Bid (5%)

IN WITNESS WHEREOF, Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each because this Bid bond to be duly executed on its behalf by its authorized officer, agent, or representative.

<p>CONTRACTOR</p> <p><u>ERMC Aviation, LLC</u> (Seal) Contractor's Name and Corporate Seal</p> <p>By: <u>Joseph Baschinski</u> CFO Signature and Title</p> <p>Attest: <u>Michael Crowley</u> Director - Business Development Signature and Title</p>	<p>SURETY</p> <p><u>Berkley Insurance Company</u> Surety's Name and Corporate Seal</p> <p>By: <u>[Signature]</u> Stephen A. Vann, Attorney-in-Fact Signature and Title (Attach Power of Attorney)</p> <p>Attest: <u>[Signature]</u> Dana Dimulescu, Sr. Account Manager Signature and Title</p>
--	--



Note: (1) Above addresses are to be used for giving required notice.
 (2) Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.
 EJCDC NO. 1910-28-C (1990 Edition)

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Contractor the penal sum set forth on the face of this Bond.
2. Default of Contractor shall occur upon the failure of Contractor to deliver within the time required by the Project Documents the executed Agreement required by the Project Documents and any performance and payment bonds required by the Project Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Contractor's Bid and Contractor delivers within the time required by the Project Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Project Documents and any performance and payment bonds required by the Project Documents and Contract Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a notice of award to Contractor within the time specified in the Project Documents (or any extension thereof agreed to in writing by Contractor and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Contractor and within 30 calendar days after receipt by Contractor and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Contractor, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 60 days from Bid Due Date without Surety's written consent.
6. No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Contractor and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Contractor and Surety at their respective addresses shown on the face of this Bond. such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Stephen A. Yama; Sarah C. Balcastro; Joel Jeunhugg; Onna R. Dimulescu; or Bradley Mapes of Lockton Companies, LLC of Atlanta, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022



Attest:
By: [Signature]
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By: [Signature]
Jeffrey M. Haffer
Senior Vice President

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 15th day of December, 2022, by Ira S. Lederman and Jeffrey M. Haffer who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA D. FLINERAWEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

[Signature]
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 1st day of November, 2023
[Signature]
Vincent P. Forte

Please verify the authenticity of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

23. Response Document #18

ERMIC WILL PROVIDE PERFORMANCE BOND UPON AWARD OF CONTRACT

RESPONSE DOCUMENT #18: CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary (Corporate Seal)

STATE OF FLORIDA
COUNTY OF _____

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being my first duly sworn upon oath, says that he/she is the Attorney-in-Fact, for the _____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of Okaloosa County.

Subscribed and sworn to before me this _____ day of _____, 20____, A.D.

[Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company]

Notary Public
State of Florida-at-Large
My commission Expires:

24. Response Document #19

ERMIC WILL PROVIDE PERFORMANCE BOND UPON AWARD OF CONTRACT

RESPONSE DOCUMENT #19: PERFORMANCE BOND

KNOW ALL MEN by these presents; That we (1) _____

_____ a (2) _____

hereinafter called "Principal" and (3) _____

of _____, State of _____, hereinafter called the

"Surety", are held and firmly bound unto (4) _____

of _____, hereinafter called "OWNER", in the penal sum

of _____ dollars (\$ _____)

in lawful money of the United States for the payment of which sum well and truly to be made, we bind

ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain

contract with the Owner, dated the ___ day of _____, 20___, a copy of which is hereto

attached and make a part hereof for the construction of

CONSTRUCT BAGGAGE CLAIM REPLACEMENT 1 & 2 AT VPS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract

ERMC WILL PROVIDE PERFORMANCE BOND UPON AWARD OF CONTRACT

or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does not hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST: _____
Principal

(Principal) Secretary

By: _____

Witness as to Surety

Address

Address

SEAL: _____
Surety

ATTEST: _____
(Surety) Secretary

Witness as to Surety

Address

Address

SEAL:

Date of bond must not be prior to date of Contract

1. Correct name of Contractor.
2. A Corporation, A Partnership or an Individual as case may be.
3. Correct name of Surety.

ERMC WILL PROVIDE PERFORMANCE BOND UPON AWARD OF CONTRACT

4. Correct name of Owner.
5. If Contractor is Partnership, all partners should execute bond.

25. Response Document #20

ERMIC WILL PROVIDE PERFORMANCE BOND UPON AWARD OF CONTRACT

RESPONSE DOCUMENT #20: PAYMENT BOND

KNOW ALL MEN by these presents; That we (1) _____
 _____ a (2) _____
 hereinafter called "Principal" and (3) _____
 of _____, State of _____, hereinafter call the
 "Surety", are held and firmly bound unto (4) _____
 of _____ State of Florida _____, hereinafter called "OWNER", in the penal sum of _____
 _____ dollars (\$ _____) in
 lawful money of the United States for the payment of which sum well and truly to be made, we
 bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly
 by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
 certain contract with the Owner, dated the ___ day of _____, 20___, a
 copy of which is hereto attached and make a part hereof for the construction of

CONSTRUCT BAGGAGE CLAIM REPLACEMENT 1 & 2 AT VPS

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms,
 subcontractors, and corporations furnishing materials for or performing labor in the prosecution of
 the work provided for in such contract, and any authorized extension or modification thereof,
 including all amounts due for materials, repairs on machinery, equipment and tools, consumed or
 used in connection with the construction of such work, and all insurance premiums on said work,
 and for all labor, performed in such work, whether by subcontractor or otherwise, then this
 obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and
 agrees that no change, extension of time, alteration or addition to the terms of the contract
 or to the work to be in any wise affect its obligation on this bond, and it does hereby waive

ERMIC WILL PROVIDE PERFORMANCE BOND UPON AWARD OF CONTRACT

notice of any such changes, extension of time, alteration or addition to the terms of the contractor or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

By:

Witness as to Surety

Address

Address

ATTEST:

SEAL:

(Surety) Secretary

Surety

Witness as to Surety

Attorney-in-Fact

Address

Address

SEAL:

GENERAL SERVICES INSURANCE REQUIREMENTS FOR CONSTRUCTION

CONTRACTORS' INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-days prior written notice to the Respondent.
6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Respondent shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Contractor must be in compliance with all applicable State and Federal Worker' Compensation Laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.

3. No class of employee, including the Respondent himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement (Project Aggregate). If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractor's Liability
 - 4.) Completed Operations and Products Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for the length of project.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers’ Compensation	
a.) State	Statutory
b.) Employer’s Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$5,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence for Products and Completed Operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence
5. Professional Liability	\$1,000,000

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Respondent’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Respondent becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this contract.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers’ Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479-A Old Bethel Rd, Crestview, Florida, 32536.
2. The Contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days’ prior written notice if cancellation is for nonpayment of premium).
3. In the event the insurer is unable to accommodate the cancellation notice requirement, it shall

be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.

4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claim made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Respondent's full responsibility. In particular, the Respondent shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Respondent required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Respondent of any responsibility under this contract.

Should the Respondent engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Respondent hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Respondent under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Respondent shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

LIQUIDATED DAMAGES

In case of failure on the part of the Contractor to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by Okaloosa County, the County will suffer damage, the amount of which may be difficult, if not impossible, to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the amount established in the schedule below for each calendar day of delay that

actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the contractor.

Daily Charge

<u>Original Contract Amount</u>	<u>Per Calendar Day</u>
\$50,000 and under	\$ 311
Over \$50,000 but less than \$250,000	\$ 972
\$250,000 but less than \$500,000	\$1584
\$500,000 but less than \$2,500,000	\$1924
\$2,500,000 but less than \$5,000,000	\$2694
\$5,000,000 but less than \$10,000,000	\$3902
\$10,000,000 but less than \$15,000,000	\$6102
\$15,000,000 but less than \$20,000,000	\$7022
\$20,000,000 and over	\$7022

Determination of Number of Days of Default: For all contracts, regardless of whether the contract time is stipulated in calendar days or working days, the default days shall be counted in calendar days. Construction Time is stipulated in Section 5 of the BID FORMS.

Conditions under which Liquidated Damages are Imposed: Should the Contractor or, in case of his default, the Surety, fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the County, the Contractor or, in case of his default, the Surety, shall pay to the County, not as a penalty, but as liquidated damages, the amount so due as determined by the Daily Charge requirements, as provided above.

Right of Collection: The County shall have the right to apply as payment on such liquidated damages any money which is due to the Contractor by the County.

Permitting Contractor to Finish Work: Permitting the Contractor to continue and to finish the work, or any part of it, after the expiration of the contract time allowed, including extensions of time granted to the Contractor, shall in no way act as a waiver on the part of the County the liquidated damages due under the contract.

Completion of Work by County: In case of default of the contract and the completion of the work by the County, the Contractor and his Surety shall be liable for the liquidated damages under the contract, but no liquidated damages shall be chargeable for any delay in the final completion of the work by the County due to any unreasonable action or delay on the part of the County.

Exhibit "C"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor* | *consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor* | *consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910).

Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award; Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - b. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section);
or
 - ii. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section);
or
 - iii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-
- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

Exhibit “D” – Vendors on Scrutinized List Form

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County’s determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County’s determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County’s determination of false certification by bid proposer.

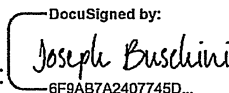
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 1/9/2024 | 9:26 AM PST

COMPANY: ERMC Aviation LLC

ADDRESS: 950 East Paces Ferry Road
Suite 2000
Atlanta, GA 30326

PHONE NO.: 817-834-0244

SIGNATURE:  _____
6F9AB7A2407745D...

NAME: Joseph Buschini
(Typed or Printed)

TITLE: Joseph Buschini, CFO

E-MAIL: joseph.buschini@unifiservice.com