

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/24/2022

Contract/Lease Control #: C22-3182-AP

Procurement#: RFP AP 17-22

Contract/Lease Type: CONTRACT

Award To/Lessee: ERMC AVIATION, LLC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 05/17/2022

Expiration Date: 05/17/2025 W/ (2)- 1 YEAR RENEWALS

Description of Contract/Lease: MAINTENANCE AND REPAIR SERVICES FOR PASSENGER BOARDING AND BAGGAGE HANDLING SYSTEMS AT VPS

Department: AP

Department Monitor: STAGE

Monitor's Telephone #: 850-651-7160

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: RFP AP 17-22 Tracking Number: 4549-22

Procurement/Contractor/Lessee Name: EMRC, Inc. Grant Funded: YES  NO

Purpose: Maintenance & Repair Services for Passenger Boarding & BHS at VPS

Date/Term: 3 YRS w/ (2) 1-year renewals

Department #: 4202

Account #: 546425/534425

Amount: \$25,216<sup>00</sup> est. Based on Actuals Required

Department: Airports Dept. Monitor Name: Tracy Stage

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

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

Jessica Darr Date: 4 April, 2022

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

**2CFR Compliance Review (if required)**

Approved as written: NA Grant Name: NA

Not Applicable Date: NA

Grants Coordinator

**Risk Management Review**

Approved as written: Krishna Lofria See Email at 11:36 AM Date: 5 April, 2022

Risk Manager or designee Lisa Price

**County Attorney Review**

Approved as written: Lynn Hoshihara See Email at 1:42 pm Date: 11 April, 2022

County Attorney Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: Mike Stenson See Solicitation Form Date: 3 Jan, 2022

**IT Review (if applicable)**

Approved as written: NA Date: NA

Not Applicable

## Jesica Darr

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**From:** Kristina LoFria  
**Sent:** Tuesday, April 5, 2022 11:36 AM  
**To:** Jesica Darr  
**Subject:** RE: Draft Contract Review and Approval Requested by 11 April 2022

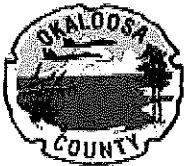
Jesica,

Good afternoon, this is approved by Risk for insurance purposes only.

Thank you

*Kristy LoFria*

Okaloosa County BOCC-Risk Management  
Public Records & Contract Specialist  
302 N Wilson St Suite 301  
Crestview, Florida 32536  
[klofria@myokaloosa.com](mailto:klofria@myokaloosa.com)  
850-689-5979



*For all things Wellness please visit:*

<http://www.myokaloosa.com/wellness>

**"When the winds of adversity blow against your boat, just adjust your sail."**

**"Don't aim for success if you want it; just do what you love and believe in, and it will come naturally." David Frost**

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:** Jesica Darr <jdarr@myokaloosa.com>  
**Sent:** Monday, April 4, 2022 4:12 PM  
**To:** Jeffrey Hyde <jhyde@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>; Kristina LoFria <klofria@myokaloosa.com>; Kerry Parsons <kparsons@myokaloosa.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>  
**Subject:** RE: Draft Contract Review and Approval Requested by 11 April 2022

Good Afternoon, All !

## Jesica Darr

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**From:** Lynn Hoshihara  
**Sent:** Monday, April 11, 2022 1:42 PM  
**To:** Jesica Darr; Jeffrey Hyde; DeRita Mason; Kristina LoFria; Kerry Parsons  
**Cc:** Karen Donaldson  
**Subject:** Re: Draft Contract Review and Approval Requested by 11 April 2022  
**Attachments:** RFP AP 17-22 Draft Contract Word doc only 4.11.22.docx

With the attached changes, this is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

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**From:** Jesica Darr  
**Sent:** Monday, April 4, 2022 4:44:41 PM  
**To:** Jeffrey Hyde; DeRita Mason; Kristina LoFria; Kerry Parsons  
**Cc:** Lynn Hoshihara; Karen Donaldson  
**Subject:** Draft Contract Review and Approval Requested by 11 April 2022

Good Afternoon !

Please see the draft contract for RFP AP 17-22, Maintenance and Repair Services for Passenger Boarding and Baggage Handling Systems at VPS.

The word document is just the contract itself. The PDF holds the contract and all attachments.

Please send back approval NLT 11 April, 2022 if possible.

Please let me know if you have any questions. Thank you ! Have a good day!

Respectfully,

Jesica



## Jesica Darr

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**From:** Mike Stenson  
**Sent:** Monday, January 3, 2022 11:02 AM  
**To:** Jesica Darr; DeRita Mason  
**Subject:** RE: Solicitation Form Required please RE: Airport RFP - Preventive Maintenance - PBB/BHS  
**Attachments:** PBB-BHS.pdf; RFP - PBB-BHS (2).doc

Jesica,

I have attached the account/funding source form as well as the scope of work with minor tracked changes.

Thank you.

Michael J. Stenson  
Deputy Airports Director  
Okaloosa County Airports  
(850) 651-7160 Ext. 4  
[www.FlyVPS.com](http://www.FlyVPS.com)



**From:** Mike Stenson  
**Sent:** Monday, January 3, 2022 9:31 AM  
**To:** Jesica Darr <jdarr@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: Solicitation Form Required please RE: Airport RFP - Preventive Maintenance - PBB/BHS

See below.

**From:** Jesica Darr  
**Sent:** Monday, January 3, 2022 9:02 AM  
**To:** Mike Stenson <mstenson@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>  
**Subject:** Solicitation Form Required please RE: Airport RFP - Preventive Maintenance - PBB/BHS

Mr. Stenson,

Good Morning, Sir!

Thank you for the information below.

1) Does FTE mean full time engineer ? **Full Time Employee**

# Okaloosa County Purchasing Department Request for Solicitation

NOTE: The information below is required. This form must include Scope of Work (SOW) or Purchasing cannot begin the solicitation process.

## Budget and Funding Information

**Funding Source?** Please specify Funding Type (COUNTY, FEMA, FAA, FTA, FDOT, Grants, etc.): County - Airports - Enterprise Fund

**Grant Funded/Reimbursable** Yes \_\_\_ No X If the project is grant funded, please list the name of grant/number of grant?

**Project Number, if applicable:** \_\_\_\_\_

Department	Account Number	Amount
4202	546425	\$ 60,000
4202	534425	\$ 240,000
Estimated Budget		\$ 300,000

Equipment/Repairs  
Salaries

**Independent Cost Estimate (ICE) accomplished and provided?** Yes \_\_\_ No X

## Scope of Work Development

**Intent/Scope of Work Summary Statement** (Attach Word® format document if required):

See attached

**Specify Insurance Requirements:** Same as current \_\_\_\_\_  
(Choose from the risk management template choices)

**Specify Terms of Resulting Contract/Agreement:** 3 Years plus (2) one year renewals \_\_\_\_\_  
(Term of performance - usually 3 years with two 1 year renewals)

**IT requirements:** \_\_\_ Yes X No. If yes, please have IT sign off on scope prior to submittal to Purchasing. \_\_\_\_\_

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

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 17<sup>th</sup>, day of May, 2022, 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 ERM AVIATION, LLC., a Foreign 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 Maintenance and Repair Services for Passenger Boarding and Baggage Handling Systems at VPS Airport ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement are 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 in accordance with the proposed pricing schedule listed within Attachments "A" Procurement RFP AP 17-22 and Contractor's Response and "B"- Pricing Schedule, 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.

- Attachment "A" – Procurement RFP AP 17-22 and Contractor's Response;
- Attachment "B" – Pricing Schedule;
- Attachment "C" – Insurance Requirements;
- Attachment "D" – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment "E" - Scrutinized Companies Certification

**2. Services.** Contractor agrees to perform the following services on a 24-hour, 7-day per week basis, in accordance with Attachment "A", to include: visual inspections, lubricating, tightening, adjusting and providing minor corrections to assure proper operating condition of equipment per Original Equipment Manufacturer (O.E.M.) specification. For the baggage handling system, it will also require monitoring the BHS control room software, providing system reports, monitoring

**CONTRACT #: C22-3182-AP  
ERM AVIATION, INC.  
MAINTENANCE AND REPAIR SERVICES FOR  
PASSENGER BOARDING AND BAGGAGE HANDLING  
SYSTEMS AT VPS  
EXPIRES: 3 YEARS W/(2)-1 YEAR RENEWALS**





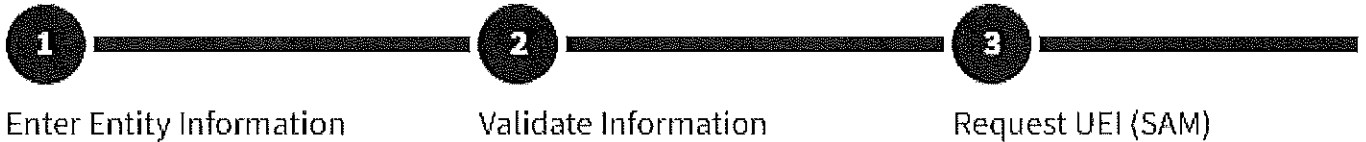
## Jesica Darr

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**From:** Joe A Buschini <joseph.buschini@unifiservice.com>  
**Sent:** Thursday, April 7, 2022 8:24 AM  
**To:** Jesica Darr; Danny D Pena Torres  
**Cc:** Mike Crowley; Joe A Buschini  
**Subject:** RE: S.A.M. registration DUNS Cage code Needed RFP AP 17-22, Maintenance Repair Passenger Boarding and BHS

Hi Jesica,

See below. Let me know if we need anything else related to SAM.gov. Also, I will be sending over a copy of the performance bond, and will subsequently mail the paper copy with wet signature to you. What is the best address to send it to?



## Receive Unique Entity ID (SAM)

Congratulations! You have been assigned the following Unique Entity ID (SAM).

**C1NMCQC8PHY9**

VERIFIED MATCH:

**ERMC AVIATION LLC** ● Public

**DUNS** UNIQUE ENTITY ID:  
117165442

**SAM** UNIQUE ENTITY ID:  
C1NMCQC8PHY9

PHYSICAL ADDRESS  
3399 PEACHTREE RD NE STE 1500  
ATLANTA, GA 30326-1151  
US



[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** M1800000651  
**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 Manager

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

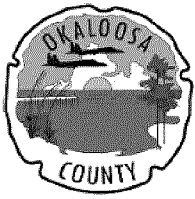
[View image in PDF format](#)

04/08/2019 -- ANNUAL REPORT

[View image in PDF format](#)

01/22/2018 -- Foreign Limited

[View image in PDF format](#)



## BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

**DATE:** May 17, 2022  
**TO:** Honorable Chairman and Distinguished Members of the Board  
**FROM:** Jeffrey Hyde  
**SUBJECT:** ERMCA Aviation, LLC Contract for Maintenance and Repair Services at VPS  
**DEPARTMENT:** Purchasing  
**BCC DISTRICT:** 2

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**STATEMENT OF ISSUE:** Request approval of the contract with ERMCA Aviation, LLC for Preventative Maintenance and Repair Services for Passenger Boarding Bridges and Baggage Handling Systems at Destin-Fort Walton Beach Airport (VPS).

**BACKGROUND:** A Request For Proposal (RFP) for Preventative Maintenance and Repair Services for Passenger Boarding Bridges and Baggage Handling Systems was issued with an opening due date of February 21, 2022. Purchasing received one (1) proposal. After review from the standing Review Committee, ERMCA Aviation, LLC was found to be responsive and responsible. The Intent to Award was issued on March 11, 2022 and all parties were notified that ERMCA Aviation, LLC had been selected. The contractor shall provide full-time, on-site preventative maintenance and repair for all Baggage Handling System (BHS), Passenger Boarding Bridges (PBBs), Ground Power Units (GPUs), Preconditioned Air Unit (PCAs), and Potable Water Cabinets (PWCs) at Destin-Fort Walton Beach Airport (VPS). These services include visual inspections, lubricating, tightening, adjusting, and providing minor corrections to ensure proper operating condition of equipment per the Original Equipment Manufacturer and airport specifications.

**FUNDING SOURCE, (If Applicable):**

Department # 4202  
Account # 534425  
Amount \$255,216.00

**OPTIONS:** Approve/Deny

**RECOMMENDATIONS:** Request approval of the contract with ERMCA Aviation, LLC for Preventative Maintenance and Repair Services for Passenger Boarding Bridges and Baggage Handling Systems at VPS Airport.

  
\_\_\_\_\_  
Jeffrey Hyde, Purchasing Manager 5/5/2022

**RECOMMENDED BY:**

  
\_\_\_\_\_  
John Hofstad, County Administrator 5/10/2022

**APPROVED BY:**

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

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 17<sup>th</sup>, day of May, 2022, 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 ERMCI Aviation, LLC., a Foreign 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 Maintenance and Repair Services for Passenger Boarding and Baggage Handling Systems at VPS Airport ("Services"); and

**WHEREAS**, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement are 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 in accordance with the proposed pricing schedule listed within Attachments "A" Procurement RFP AP 17-22 and Contractor's Response and "B"- Pricing Schedule, 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.

- Attachment "A" – Procurement RFP AP 17-22 and Contractor's Response;
- Attachment "B" – Pricing Schedule;
- Attachment "C" – Insurance Requirements;
- Attachment "D" – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment "E" - *Scrutinized Companies Certification*

**2. Services.** Contractor agrees to perform the following services on a 24-hour, 7-day per week basis, in accordance with Attachment "A", to include: visual inspections, lubricating, tightening, adjusting and providing minor corrections to assure proper operating condition of equipment per Original Equipment Manufacturer (O.E.M.) specification. For the baggage handling system, it will also require monitoring the BHS control room software, providing system reports, monitoring

**CONTRACT #: C22-3182-AP  
ERMCI AVIATION, INC.  
MAINTENANCE AND REPAIR SERVICES FOR  
PASSENGER BOARDING AND BAGGAGE HANDLING  
SYSTEMS AT VPS  
EXPIRES: 3 YEARS W/(2)-1 YEAR RENEWALS**

system health as able through controls/software, and coordinating with a controls company and engineer for programming updates or changes as necessary to support the system. Provide all labor, tools, parts, and equipment, as well as documentation of weekly, monthly, quarterly and annual Preventive Maintenance performed. 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.

Contractor shall provide prompt response (within four (4) hours) to all unscheduled and emergency service and repair requests. The Contractor shall coordinate and co-operate with the Airport representative to provide, at a minimum, the required weekly, monthly, quarterly and annual Preventative Maintenance reports.

**3. Term and Renewal.** The term of this Agreement shall begin when all parties have signed, and shall continue for a period of three (3) years. The Agreement shall be renewed for an additional two (2) one year renewals upon mutual written agreement by all parties.

**4. Compensation.** The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount, in accordance with the proposed staffing schedule and pricing schedule listed within Attachments "A" Procurement RFP AP 17-22 and Contractor's Response and "B"- Pricing Schedule, as further detailed below.

- a. Contractor shall submit an invoice to the County upon a monthly basis. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
- b. Disbursement. Reimbursable expenses associated with this Agreement are listed in accordance with Attachment "A" paragraph 3.9. With approval from the Airports designee, order all replacement parts and material to replace defective parts—i.e., rollers, belts, PLCs, Variable Frequency Drives (VFDs), motors, lift screws, canopy bumpers, canopy's, CPU cables, plugs, air compressor, diodes, capacitors, etc. Parts will be ordered (to include any related shipping costs) and installed by the contractor will be billable at cost plus a maximum of 5% mark-up and the mark-up percentage is non-negotiable. Respondent will provide for all necessary tools and consumable items, as needed. During emergency situations, verbal authorization will be acceptable. Contractor will provide County with a written report within five (5) business days of all work performed. All work performed will be inspected prior to invoice processing

- c. **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.
- d. **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., SUITE 301 CRESTVIEW, FL 32536 PHONE: (850) 689-5977 [riskinfo@myokaloosa.com](mailto: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:

<b>If to the County:</b>	Tracy Stage, Airport Director 1701 State Road 85 North Eglin, AFB 32542-1498 tstage@myokaloosa.com	<b>With a copy to:</b> County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
<b>If to the Contractor:</b>	Danny Pena, Vice President Operations 2302 113 <sup>th</sup> Street, Suite 100 Grand Prairie, Texas 75050 Danny.pena@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 bid 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:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. 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 listed in Section 1.

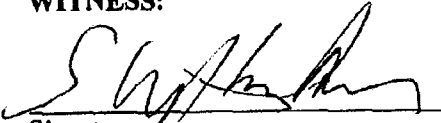
24. **Severability.** If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against 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.

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

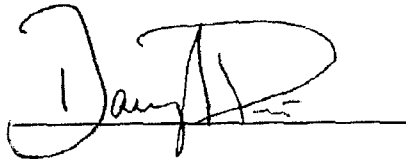
WITNESS:

  
Signature

Print Name




BY:



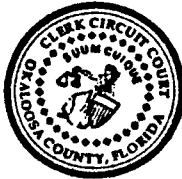
Danny Peña, VP Operations

ATTEST:

  
J.D. Peacock II, Clerk of Courts

OKALOOSA COUNTY, FLORIDA

  
Mel Ponder, Chairman



# RFP RESPONSE PACKAGE

## Destin-Fort Walton Beach Airport (VPS)

### RFP AP 17-22

#### DELIVER TO:

Destin-Fort Walton Beach Airport

#### PROPOSER:

ERMC Aviation, LLC

2302 113<sup>th</sup> Street, Suite 100

Grand Prairie, TX 75050

817.834.0244



RFP AP 17-22  
Maintenance & Repair Services for Passenger  
Boarding Bridges and Baggage Handling System at VPS  
ATTACHMENT "A"-  
Procurement RFP AP 17-22  
and Contractor's Response



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## 1. Introduction

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

In 1998, ERMIC expanded to include operation and maintenance of Baggage Handling Systems, Passenger Boarding Bridges, Ground Support Equipment, and Terminal Facility Maintenance for airlines and airports. Our goal has always been to be the premier service provider of choice for operation and maintenance of airport and airline equipment and facilities. Having this singular purpose allows us to utilize our resources effectively in assuring our clients receive unparalleled value, expertise, customer service, and quality in operations and maintenance of their equipment.

ERMIC Aviation started at Palm Beach International Airport over twenty years ago. We started with servicing their facilities, baggage handling system, passenger boarding bridges, and ground support equipment with skilled labor. Since that contract start, we have grown to a company now providing its services at over 55 airports across the country. We have achieved success through our commitment to improvement, our dedication to our employees, and our desire to build partnerships with our clients.

## 2. Approach and Understanding the Scope of Work

### Understanding the Scope of Work

ERMC is currently the incumbent service provider for the Passenger Boarding Bridges and related equipment. Prior to the present contract, ERMC maintained the Baggage Handling System on a quarterly basis as well. During that time, ERMC has acquired the necessary knowledge of not only the equipment, but the specific operational needs of the airport as well as the preferences and expectations of the airport management team. ERMC fully understands the maintenance and repair needs for the Passenger Boarding Bridges and Baggage Handling System at Destin-Fort Walton Beach Airport and will continue to develop creative and efficient processes that contribute to the success and growth of VPS.

### CMMS

All maintenance tasks, PMs, and information will be logged and managed utilizing Maintenance Connection CMMS. This is a multi-tiered program that will be specifically customized to fit the needs of the equipment at VPS based on daily, monthly, quarterly, and yearly inspections. CMMS will be set up to establish a preventative maintenance program with frequencies, generate, assign, track, and document work orders. CMMS reporting, KPI and inventory management will also be implemented. Reports can be developed and shared with airport representatives on a scheduled or on an as needed basis so that all activity can be reviewed. Being a web-based program allows the Regional Manager to log in remotely and view the status of all PMs and repairs that have been made or that are scheduled. This also promotes transparency between the on-site team, management and of course the customer.

### Quality Control

ERMC will continue to use our quality control program with some new and modified adaptations. This program much like our CMMS format, being that it is multi-tiered program that will be specifically customized to fit the needs at VPS based on daily, monthly, quarterly, and yearly inspections, the technicians, and the Regional Manager, all will conduct inspections on different levels at different times. This platform is also used by the Site Manager to review past PM inspections and ensure technicians are performing them correctly and in a timely manner per the schedule set forth. If a concern is noted, this enables Management to address the matter with the technician and provide more detailed training in that field. ERMC has relied on our experience and emerging technologies to create a program that is easy to use, communicative, real time, and that helps strengthen our culture of accountability and builds engagement from our employees.

### **Equipment and Systems Audit**

Once Notice to Proceed has been issued, ERMC will perform a complete system audit of all equipment and systems. This assessment will be conducted by the technicians and the start-up team, allowing them to evaluate the existing spare parts inventory, recommend adding parts to inventory, identify areas of concern such as jam points, note deficiencies, and formulate a plan to address each item of concern. ERMC has found that by performing a very detailed audit prior to start up has greatly benefited us as well as the airport and airlines by helping our team identify issues and have action plans in place immediately thus reducing any impact to operations.

### **The Process**

ERMC has modified and improved our processes to meet the ever-increasing demands placed on airports and their baggage handling systems. 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, and preventive maintenance tasks performed at 100%, a communicative staff that keeps employees engaged, and off-site support that is in constant communication and performs frequent site visits are all major components of our plan for success.

ERMC focuses on these core tenets to create a culture of accountability, 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 and become a partner to the airport.

### 3. Maintenance and Repairs Plan and Processes

ERMC has evolved over the years in how we manage our contracts and the programs we administer. This includes leveraging technology to improve performance, identify efficiencies, and empower our front-line staff. Understanding what preventive maintenance *is not*, is a step in helping you define how you execute your program. Preventative is not reactive, and it is not run to breakdown. ERMC understands this, and starts by establishing a baseline Preventive Maintenance Schedule, which is prescribed by the equipment manufacturer. ERMC performs an initial equipment analysis, this will give us a current state of the equipment and will guide our decisions on whether an increase in scheduled pm frequency is needed for any of the assets. Environmental conditions, or age of equipment, can affect these schedules. ERMC also performs varying diagnostics to be predictive. These tests include thermal imaging, vibration testing, and other items. Being predictive does not necessarily prevent all items from breaking down, but it serves to allow you to replace or repair a component on your schedule. For example, it would be preferable to replace bearings at 2am when the system is not running, rather than at 8 am when the system is running at maximum capacity and the bearings failed unexpectedly.

ERMC utilizes CMMS and other software to track the Preventive Maintenance Work Orders, to track the quality, and the completion percentages.

**Preventative Maintenance:** Preventative Maintenance is scheduled at intervals recommended by the manufacture for every system component within the BHS and PBBS's using Maintenance Connection. All components are then serviced in accordance with the schedule and in adherence to manufacture specifications. PM work is assigned at one of the following schedules: daily, weekly, monthly, quarterly, semi-annual, or annual. We will provide follow up inspections for 10% of preventive maintenance work orders.

**Corrective Work Order:** A Corrective Work Order is issued through Maintenance Connection when system issues are found during regularly scheduled preventive maintenance work, system inspections and walk through. We will provide follow up inspections for 100% of corrective maintenance work orders.

**Emergency Work Order:** Emergency Work Orders take priority over all other assigned work. A Supervisor Mechanic takes the lead on Emergency Work Orders with Support Labor Technicians assisting where directed. We will provide follow up inspections by the Project Manager for 100% of emergency or unscheduled work orders.

**Cleaning Work Order:** Cleaning work orders are also generated through Maintenance Connection. This work is done on a rotating basis and is done by all Technicians.

## After Hours Repairs

Prior to repairs being made the ERMC on-site team will discuss the necessary repair(s) with airport operation as well as airline(s) or other stake holders. At that time a detailed scope of work with a proposed time frame will be submitted. The ERMC team will deliberately make a schedule that will accommodate for the estimated repair time with little to no impact to operations or the standard daily work schedule. In the event a repair requires additional support ERMC will arrange to have a technician from our project team assist either directly with the repair and/or to fill a possible open position on the PBB or BHS PM schedule.

## 4. Organization and Staffing Experience

ERMC will have two (2) on site technicians, Curtis Bolen and Tim Kiaser. Together they will oversee day to day operations ensuring the needs of the airport are met per the contract to include, opening, closing, performing, and managing PMs. ERMC will assign a Regional Manager to this account, that person will be Josh Worley. Josh will make both scheduled and unscheduled visits to conduct QC checks, make recommendations regarding operational needs and follow up with airport operations on any open or pending matters that may arise.

John Briggs is our Senior Regional Manager that will assist Josh and Curtis supporting them with technical information, scheduling, quality control, Maintenance Connection implementation and management as well as day to day operational needs.

In addition, our Vice President of Operations, Danny Pena has been and will remain involved communicating on a regular basis with the entire team as well as the airport operations and management team to confirm we are continually meeting our individual goals and meeting and exceeding our obligations to VPS.

## People

ERMC starts with the people that we hire because they are ultimately responsible for our success. ERMC has a great team in place, and the tenure of its Executives, Directors, and Regional Management is exceptional. ERMC places a team of Site Managers in the field who are provided with the tools they need, the authority to make decisions, and the off-site to be successful. We place an emphasis on training, advancement, and appreciation to create a team of professionals who feel a sense of ownership in the equipment they care for.

## **ERMC Experience per Position**

### **Vice President – Danny Pena**

Mr. Pena has served as the Vice President of Operations for over 8 years. He is tasked with overseeing operations and directing company resources in the most effective and efficient manner. Mr. Pena has over twenty (20) years of experience in maintenance and operation of passenger boarding bridges, and baggage handling systems. Mr. Pena will assist the off-site management team as well as the BHS / PBB Maintenance Manager with oversight of all operational activity and will work with the team on communications, parts management, quality controls, safety, training, and supervision development, and will ensure the site is operating according to contract requirements.

### **Director of Business Development – Michael Crowley**

As the Director of Business Development, Michael is not only tasked with overseeing the strategic growth of ERMC, but also with maintaining relationships with existing clients, and assisting with contract compliance.

Michael has over twenty (20) years of experience in operations and maintenance of Baggage Handling Systems, Passenger Boarding Bridges, and associated Ground Support Equipment. His extensive experience in managing and directing ERMC's operations from 2008 - 2015 at our sites across the country ensures that our sites are operating at optimum levels and proactively avoiding common issues that can affect these projects.

### **Senior Regional Manager – John Briggs**

John Briggs will be the Senior Regional Manager for this contract, he reports to Danny Pena and will be responsible for all direct oversight. John will make scheduled and non-scheduled visits to VPS. Duties while on site may include but not be limited to performing detailed QC inspections, ensure contract compliance is being met, establish, and ensure ERMC standards for the contract are being maintained.

John has twenty (20) plus years of experience managing crews in passenger boarding bridge, baggage handling system, airport facility equipment operations and maintenance for some of the largest airlines and airports in the nation. For the past five (5) years John has served as the Senior Regional Manager and is responsible for all contracts and services performed by ERMC.

### **Regional Manager – Josh Worley**

As the Regional Manager over the Central and Southeast area Josh will be directly involved in all facets of this contract. Beginning with the execution of the baggage handling system maintenance program and updating and implementing new procedures for the passenger boarding bridge program. Josh will also be responsible for assisting the Site Manager with any new hires, acquiring tools and equipment, and assisting where needed to include training on BHS and PBB equipment and components.

Josh started with ERMCA in 2010 and in that time, he has progressed from a Technician to Supervisor to Site Manager then to Accounts Manager overseeing PBB and GSE equipment in over 30 airports. Josh has also worked for a PBB manufacturer thus providing him with even more knowledge of industry equipment.

Per Solicitation RFP AP 17-22 ERMCA Proposes to Provide Two (2) Technicians with Experience in the Maintenance and Repairs of Baggage Handling Systems and Passenger Boarding Bridges. Both positions will provide leadership, management, and direction to achieve safety, quality, productivity, and effective processes to perform all tasks.

#### **Technician (a) – Curtis Bolen**

Curtis is our current technician at Destin-Fort Walton Beach Airport. He has worked for ERMCA for Three (3) years in that capacity. In that time Curtis has developed into an efficient, effective, and reliable technician. He has also demonstrated his ability to quickly learn all aspects of the passenger boarding bridges at VPS. Prior to his position at VPS Curtis was a Baggage Handling System and Passenger Boarding Bridge Technician / Supervisor at Palm Beach International Airport for Twenty (20) years under ERMCA.

#### **Technician (b) – Tim Kiaser**

Tim started his career in the aviation industry at Louisville International Airport in 1997 as a ramp agent. In 2012 he transferred to the baggage handling system maintenance team as a manager. Tim was responsible for overseeing day to day operations to include all work orders, quality control checks as well as corrective and emergency repairs. When ERMCA took over BHS responsibilities in 2019 Tim transferred to our team as the second shift supervisor where he is currently responsible for the same scope of work.

#### **Employee Training**

Training is part of ERMCA's commitment to continuous improvement. ERMCA believes in training as a basis for improved performance, employee development, and improved customer satisfaction. Training is provided through multiple channels including:

- Standardized Industry Training programs.
- Specialized training by vendors.



- In House training that addresses site specific topics and operational issues
- OJT used in employee development and for cross training existing employees.
- Power turn Training CD
- Carousel Training CD
- NIOSH Electrical Safety Manual

All new hires receive on the job training performed per ERMC's on the job training "Outline" that includes all aspects of the technician's job. During and after this initial on the job training the supervisor evaluates strengths and weaknesses of the new technician. Based on the first quarter of employment of the new technician, a specific training plan is developed to shore up deficiencies and enhance strengths.



Onsite training to consist of on the job, Manufacture manuals, CD's, videos and web-based training. Onsite training outlines and evaluation sheets will be reviewed with each employee on a quarterly basis.

ERMC Site Managers perform quarterly training refresher courses where they cover previously trained topics. These topics may align with upcoming quarterly PM's or some item of noted deficiency.

ERMC technicians with manufacturer certified training will train other technician as part of "the train the trainer" program, whereby the certified technician trains others to train.

ERMC is also a proponent of cross-training. This allows for cross-utilization of employees which creates a more thorough utilization of the work force. This also creates more options for backfill, and keeps employees engaged. We also identify employees with potential and technical aptitude and work to train them and prepare them for advancement.

### Quality Control

ERMC has created a Quality Control Plan that is a holistic approach, which ensures every opportunity to perfect and improve our service will be taken. ERMC has relied on our experience and emerging technologies to create a program that is easy to use, communicative, real time, and that helps strengthen our culture of accountability and builds engagement from our employees.

ERMC's web-based Quality Control Program was designed to provide an internal analysis of Baggage Handling System and Passenger Boarding Bridge Components and the work being performed on them, preventative, and corrective. This system also allows for the customer to view reports, provide feedback such as comments and suggestions, as well as evaluate completed and ongoing tasks.

As with every program ERMC implements, each one is tailored to meet and exceed the specific requirements of the contract. By utilizing smart phones and tablets, managers and technicians can conduct QC



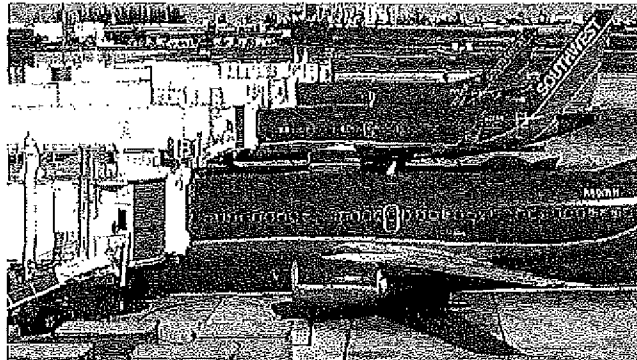
## 5. ERMIC's Experience at Destin-Fort Walton Beach Airport

The ERMIC team has had extensive experience at VPS over the years dating back to 2009. We have been involved and contracted to perform quarterly maintenance, then to add a fully staffed position for the passenger boarding bridges and now hopefully adding more staff to maintain the baggage system as well.

Our Director of Business Development, Michael Crowley started as a technician working on our traveling crew and remembers VPS being one of the airports, where he and his team maintained the passenger boarding bridges and baggage handling system on a quarterly basis. Since that time, we have been engaged with not only quarterly maintenance of the PBBs, but have also made repairs, replaced canopy's, change the tires from pneumatic to solid, and have changed and adjusted tunnel rollers and replaced flooring. The BHS was no different, replacing conveyor belts, pulleys, replacing components on the carousels, installing photo-eyes, modifying the ticket counter belts and of course routine quarterly maintenance.

In more recent years we have added a fully staffed position dedicated to VPS for passenger boarding bridge maintenance and repairs. By being on site this has provided the team with a vast knowledge of the PBBs and ancillary equipment. Our current Manager, Curtis has learned by trial and error, ERMIC training programs, OEM training, and hands on training with other ERMIC PBB Technicians, this all has made him very well versed. In addition, the team has a complete understanding of the baggage system as well. The ERMIC team has the aptitude and knowledge of all components that make up a BHS. Including diverters, carousels, motor/gear boxes, and power turns, and controls, to name a few. The experience the ERMIC team has is immense, over 80 years between the four employees mentioned earlier. Coupled with that experience, continually learning from organizations such as AAAE, and IABCS (International Association of Baggage System Companies) ERMIC possesses the required knowledge at VPS and will strive to expand on that even more in the future.

## 6. Professional Industry References



**Client:**

Palm Beach International Airport/Palm Beach County

Contact: Shawna Larose  
Special Projects Coordinator  
Phone: 561.471.7472  
Email: slarose@pbia.org

**Scope of Project:**

Operations and Maintenance – Passenger Boarding Bridges and Baggage Handling System:

4,000+ linear feet of baggage conveyor, diverters, merge and queue belts, power turns, carousels, and PLC support. 28 Passenger Boarding Bridges, each with Preconditioned Air Units, 400 HZ / 28V Ground Power Units, Potable Water Cabinets, Bag Chutes, Central Room, Centrifugal Chillers / Cooling Towers. Internet Protocol over Ethernet (IPoE) Comms.

**Contract Start Date:**

2000

**Contract Status:**

Current

**Contract Type:**

Staffed – 24/7



**Client:**

Southwest Airlines, Inc. – Baltimore Washington International Airport

**Contact:** Mark Baker  
Airport Screening Operations Manager  
Phone: 480.231.1939  
Email: mark.baker2@wnco.com

**Scope of Project:**

Operations and Maintenance - Baggage Handling System and Ground Support Equipment:

6,000+ linear feet of baggage conveyor, diverters, merge and queue belts, power turns, carousels, and PLC support.

32 Preconditioned Air Units, 400 HZ / 28V Ground Power Units, Potable Water Cabinets, Bag Chutes

**Contract Start Date:**

February 2009

**Contract Status:**

Current

**Contract Type:**

Staffed – 24/7



**Client:** Southwest Airlines, Inc. - Houston Hobby Airport

**Contact:** Troy Caperton  
**Phone:** 281.702-.4464  
**Email:** troy.caperton@wnco.com

**Scope of Project:** Operation and Maintenance – Passenger Boarding Bridges and Baggage Handling System:

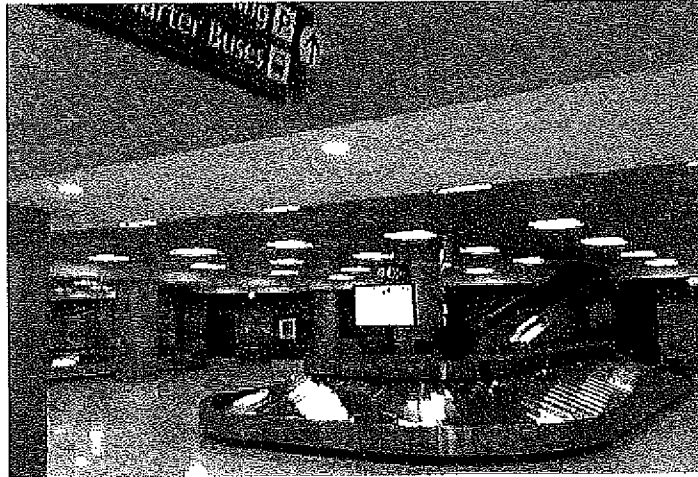
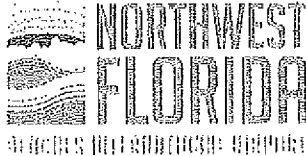
3,000+ linear feet of baggage conveyor, diverters, merge and queue belts, power turns, carousels, and PLC support.

32 Passenger Boarding Bridges, Preconditioned Air Units, 400 HZ / 28V Ground Power Units, Potable Water Cabinets, Bag Chutes and Lifts

**Contract Start Date:** November 2006

**Contract Status:** Current

**Contract Type:** Staffed – 24/7



**Client:** Northwest Florida Beaches International Airport  
Contact: Parker McClellan  
Deputy Executive Director  
Phone: 850.636.8968  
Email: PMcClellan@pcairport.com

**Scope of Project:** Operation and Maintenance – Passenger Boarding  
Bridges and Baggage Handling System  
5 Passenger Boarding Bridges, Preconditioned Air Units,  
400Hz Ground Power Units.

**Contract Start Date:** November 2013

**Contract Status:** Current

**Contract Type:** Staffed – During Hours of Operations



7. Drug-Free Workplace Cert.

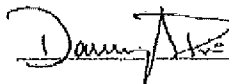
DRUG-FREE WORKPLACE CERTIFICATION

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 nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, 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: 02/22/2022

SIGNATURE: 

COMPANY: ERMIC AVIATION, LLC.

NAME: DANNY PENA  
(Typed or Printed)

ADDRESS: 2302 113TH STREET

TITLE: VICE PRESIDENT - OPERATIONS

SUITE 100

GRAND PRAIRIE, TEXAS 75050

E-MAIL: danny.pena@uniflservice.com

PHONE #: 817.834.0244

8. Conflict of Interest

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.

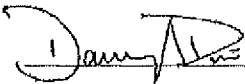
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: \_\_\_\_\_ NO:  X

NAME(S)	POSITION(S)

FIRM NAME:  ERMIC AVIATION, LLC.

BY (PRINTED):  DANNY PENA

BY (SIGNATURE):  

TITLE:  VICE PRESIDENT - OPERATIONS

ADDRESS:  2302 113TH STREET - SUITE 100, GRAND PRAIRIE, TEXAS 75050

PHONE NO.:  817.834.0244

E-MAIL :  danny.pena@unifiservice.com

DATE:  02/22/2022

9. Federal E-Verify

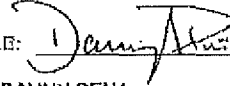
**FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

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.

---

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

DATE: 02/22/2022

SIGNATURE: 

COMPANY: ERMC AVIATION, LLC.

NAME: DANNY PENA

ADDRESS: 2302 113TH STREET - SUITE 100  
GRAND PRAIRIE, TEXAS 76060

TITLE: VICE PRESIDENT - OPERATIONS

E-MAIL: danny.pena@uniteerservice.com

PHONE NO.: 817.834.0244

10. Cone of silence

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, ITN, and RFP) 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 Danny A. [Signature] representing ERMIC AVIATION, LLC.  
Signature Company Name

On this 22nd day of FEBRUARY 2022, 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.

### 11. Indemnification and Hold Harmless

#### INDEMNIFICATION AND HOLD HARMLESS

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 intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

ERMIC AVIATION, LLC.  
Respondent's Company Name

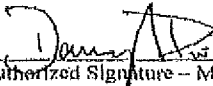
2302 113TH STREET - SUITE 100  
GRAND PRAIRIE, TEXAS 75050  
Physical Address

SAME AS ABOVE  
Mailing Address

817.834.0244  
Phone Number

423.394.2045  
Cellular Number

02/22/2022  
Date

  
Authorized Signature - Manual

Danny Peña  
Authorized Signature - Typed

VICE PRESIDENT - OPERATIONS  
Title

817.834.0254  
FAX Number

214.681.0016  
After-Hours Number(s)

danny.pena@unifiservice.com  
Email

12. Company Data

COMPANY DATA

Respondent's Company Name: ERMG AVIATION, LLC.

Physical Address & Phone #:  
2302 113 STREET - SUITE 100  
GRAND PRAIRIE, TEXAS 76050  
817.834.0244

Contact Person (Typed-Printed): DANNY PENA

Phone #: 817.834.0244

Cell #: 428.394.2045

Email: danny.pena@unflservice.com

Federal ID or SS #: 82-3209825

Respondent's License #: \_\_\_\_\_

Respondent's DUNS #: \_\_\_\_\_

Fax #: 817.834.0254

Emergency #'s After Hours,  
Weekends & Holidays: 214.681.9016

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### 13. System for Award Management

#### 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](http://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](http://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.

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(9) Line of business (industry).

(10) Company Headquarters name and address (reporting relationship within your entity).

(d) 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: ERMC AVIATION, LLC.

Entity Address: 2302 113TH STREET - SUITE 100 GRAND PRAIRIE, TEXAS 75050

Duns Number: \_\_\_\_\_

CAGE Code: \_\_\_\_\_

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### 14. Addendum Acknowledgement

#### ADDENDUM ACKNOWLEDGEMENT RFP AP 17-22

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

ADDENDUM NO.	DATE
ADDENDUM - 1 (RFP AP 17-22)	02/10/2022
ADDENDUM - 2 (RFP AP 17-22)	02/16/2022

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.

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15. Lobbying

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--LL1, "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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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, ERMIC Aviation LLC 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.

Danny Pena Signature of Contractor's Authorized Official

DANNY PENA - VP OPERATIONS Name and Title of Contractor's Authorized Official

02/22/2022 Date

## 16. Debarment and Suspension

### 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

Printed Name and Title of Authorized Representative Danny Peña, Vice President Operations

  
Signature

02/22/2022  
Date

## 17. Vendors on Scrutinized Companies List

## VENDORS ON SCRUTINIZED COMPANIES LISTS

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.

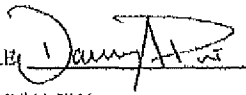
As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 02/22/2022

COMPANY: ERMIC AVIATION, LLC.

ADDRESS: 2302113TH STREET - SUITE 100  
GRAND PRAIRIE, TEXAS 75050

PHONE NO.: 817.834.0244

SIGNATURE: 

NAME: DANNY PENA  
(Typed or Printed)

TITLE: VICE PRESIDENT - OPERATIONS

E-MAIL: danny.pena@unifiservice.com

## 18. Compliance with Nondiscrimination Requirements

### Exhibit "A"

#### 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.

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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;

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- 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-

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- u. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
  - b. 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,
  - c. 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
    - b. 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
    - ii. 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 or 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

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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 e (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.

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

DATE: 02/22/2022

SIGNATURE: 

COMPANY: ERMIC AVIATION, LLC.

NAME: DANNY PENA

ADDRESS: 2302 113TH STREET - SUITE 100  
GRAND PRAIRIE, TEXAS 75050

TITLE: danny.pena@uniflservice.com

E-MAIL: danny.pena@uniflservice.com

PHONE NO.: 817.834.0244

19. Respondent's Acknowledgement



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S ACKNOWLEDGEMENT

RFP TITLE: Maintenance and Repair Services for Passenger Boarding and Baggage Handling Systems at VPS Airport  
 RFP NUMBER: RFP AP 17-22

ISSUE DATE: January 18, 2022 8:00 A.M. CST  
 LAST DAY FOR QUESTIONS: February 08, 2022 3:00 P.M. CST  
 RFP OPENING DATE & TIME: February 21, 2022 3:00 P.M. CST

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this RFP are incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be submitted electronically by the time and date listed above. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS 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): 82-3209826  
 TELEPHONE NUMBER: 817.834.0244 EXT: \_\_\_\_\_ FAX: 817.834.0254  
 EMAIL: danny.pena@unifileservice.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL 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 PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Danny Pena* TYPED OR PRINTED NAME: DANNY PENA  
 TITLE: VICE PRESIDENT - OPERATIONS DATE: 02/22/2022

Rev: September 22, 2015

20. Good Standing in the State of Florida

## *State of Florida Department of State*

I certify from the records of this office that ERMC AVIATION LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on January 22, 2018.

The document number of this limited liability company is M1800000651.

I further certify that said limited liability company has paid all fees due this office through December 31, 2021, that its most recent annual report was filed on August 18, 2021, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of February,  
2022*



*Ronald R. DeSantis*  
Secretary of State

Tracking Number: 4108339260CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/ filings/ CertificateOfStatus/ CertificateAuthentication>


25. Proposal / Pricing - Contract Years 1-3

Passenger Boarding Bridge and Baggage Handling System Destin-Fort Walton Beach Airport (VPS) - RFP AP 17-22					
Technician 1 and Technician 2 Will Perform Maintenance and Repairs on the Baggage Handling System and Passenger Boarding Bridges					
Per Year	Rate Per Technician	Standard Hourly Rate		Annual Amount Based on 2,080 Hours	
Year 1	Technician 1	\$61.95	Sixty One Dollars and Thirty Five Cents	\$127,608.00	One Hundred Twenty Seven Thousand, Six Hundred Eight Dollars
	Technician 2	\$61.95	Sixty One Dollars and Thirty Five Cents	\$127,608.00	One Hundred Twenty Seven Thousand, Six Hundred Eight Dollars
	Total Annual Amount - Year 1			\$255,216.00	Two Hundred Fifty Five Thousand, Two Hundred Sixteen Dollars
Overtime Hourly Rate	Technician 1	\$92.02	Ninety Two Dollars and Two Cents		
	Technician 2	\$92.02	Ninety Two Dollars and Two Cents		
Year 2	Technician 1	\$62.91	Sixty Two Dollars and Ninety One Cents	\$130,852.80	One Hundred Thirty Thousand, Eight Hundred Fifty Two Dollars, Eighty Cents
	Technician 2	\$62.91	Sixty Two Dollars and Ninety One Cents	\$130,852.80	One Hundred Thirty Thousand, Eight Hundred Fifty Two Dollars, Eighty Cents
	Total Annual Amount - Year 2			\$261,705.60	Two Hundred Sixty One Thousand, Seven Hundred Five Dollars, Sixty Cents
Overtime Hourly Rate	Technician 1	\$94.36	Ninety Four Dollars and Thirty Six Cents		
	Technician 2	\$94.36	Ninety Four Dollars and Thirty Six Cents		
Year 3	Technician 1	\$64.51	Sixty Four Dollars and Fifty One Cents	\$134,180.80	One Hundred Thirty Four Thousand, One Hundred Eighty Dollars, Eighty Cents
	Technician 2	\$64.51	Sixty Four Dollars and Fifty One Cents	\$134,180.80	One Hundred Thirty Four Thousand, One Hundred Eighty Dollars, Eighty Cents
	Total Annual Amount - Year 3			\$268,361.60	Two Hundred Sixty Eight Thousand, Three Hundred Sixty One Dollars, Sixty Cents
Overtime Hourly Rate	Technician 1	\$96.76	Ninety Six Dollars and Seventy Six Cents		
	Technician 2	\$96.76	Ninety Six Dollars and Seventy Six Cents		
Total Contract Value for Years 1 - 3				\$785,283.20	Seven Hundred Eighty Five Thousand, Two Hundred Eighty Three Dollars, Twenty Cents

  
 Danny Potts  
 ERMIC Aviation, LLC  
 Vice President - Operations

26. Proposal / Pricing Option Years 1 and 2

Passenger Boarding Bridge and Baggage Handling System Destin-Fort Walton Beach Airport (VPS) - RFP AP 17-22					
Technician 1 and Technician 2 will Perform Maintenance and Repairs on the Baggage Handling System and Passenger Boarding Bridges					
Per Year	Rate Per	Standard Hourly Rate		Annual Amount Based on 2,080 Hours	
Option Year 1	Technician 1	\$ 63.57	Sixty Three Dollars and Fifty Seven Cents	\$ 132,225.60	One Hundred Thirty Two Thousand, Two Hundred Twenty Five Dollars, Sixty Cents
	Technician 2	\$ 63.57	Sixty Three Dollars and Fifty Seven Cents	\$ 132,225.60	One Hundred Thirty Two Thousand, Two Hundred Twenty Five Dollars, Sixty Cents
	Total Annual Amount - Option Year 1			\$ 264,451.20	Two Hundred Sixty Four Thousand, Four Hundred Fifty One Dollars, Twenty Cents
Overtime	\$ 95.35	Ninety Five Dollars and Thirty Five Cents			
Hourly Rate	\$ 95.35	Ninety Five Dollars and Thirty Five Cents			
Option Year 2	Technician 1	\$ 65.36	Sixty Five Dollars and Thirty Six Cents	\$ 135,948.80	One Hundred Thirty Five Thousand, Nine Hundred Forty Eight Dollars, Eighty Cents
	Technician 2	\$ 65.36	Sixty Five Dollars and Thirty Six Cents	\$ 135,948.80	One Hundred Thirty Five Thousand, Nine Hundred Forty Eight Dollars, Eighty Cents
	Total Annual Amount - Option Year 2			\$ 271,897.60	Two Hundred Seventy One Thousand, Eight Hundred Ninety Seven Dollars, Sixty Cents
Overtime	Technician 1	\$ 98.04	Ninety Eight Dollars and Four Cents		
Hourly Rate	Technician 2	\$ 98.04	Ninety Eight Dollars and Four Cents		
Total Contract Value for Option Years 1 and 2				\$ 536,348.80	Five Hundred Thirty Six Thousand, Three Hundred Forty Eight Dollars, Eighty Cents

  
 Danny Pohn  
 ERMIC Aviation, LLC  
 Vice President - Operations

21. State of Florida License

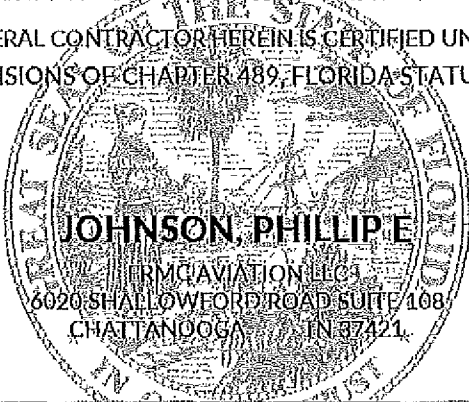
Ron DeSantis, Governor Halsey Beshears, Secretary

**Florida**  
**dbpr**

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

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES




**JOHNSON, PHILLIP E**  
ERM AVIATION LLC  
6020 SHALLOWFORD ROAD, SUITE 108  
CHATTANOOGA, TN 37421

**LICENSE NUMBER: CGC1519621**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## 22. State of Florida License



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

2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

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

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

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

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

EC13010893 ISSUED: 09/09/2021  
 CERTIFIED ELECTRICAL CONTRACTOR  
 GALASSI, THOMAS ANTHONY  
 ERMIC AVIATION LLC

\_\_\_\_\_  
 Signature  
 LICENSED UNDER CHAPTER 489, FLORIDA STATUTES  
 EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor Jule I. Brown, Secretary

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ELECTRICAL CONTRACTORS' LICENSING BOARD**

**LICENSE NUMBER: EC13010893** **EXPIRATION DATE: AUGUST 31, 2022**

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GALASSI, THOMAS ANTHONY  
 ERMIC AVIATION LLO  
 2226 ENCOMPASS DRIVE STE 116  
 CHATTANOOGA TN 37421

ISSUED: 09/09/2021

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)  
 Do not alter this document in any form.  
 This is your license. It is unlawful for anyone other than the licensee to use this document.

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### 23. Okaloosa County Business Tax Form

OKALOOSA COUNTY TAX COLLECTOR  
BEN ANDERSON

2021 - 2022

OKALOOSA COUNTY LOCAL BUSINESS TAX RECEIPT  
STATE OF FLORIDA

RECEIPT NO. 3600100765782  
EXPIRES SEPTEMBER 30, 2022

BUSINESS NAME ERMIC AVIATION LLC

TYPE OF BUSINESS Non-Regulated

BUSINESS ADDRESS 2226 ENCOMPASS DR STE 116  
CHATTANOOGA, TN 37421

OKALOOSA COUNTY  
Tax Collector  
View Your Account Online

MAKE CHECKS PAYABLE TO: Okaloosa County Tax Collector  
P.O. Box 9, Shalimar, FL 32579

ERMIC AVIATION LLC  
2226 ENCOMPASS DR STE 116  
CHATTANOOGA, TN 37421



SUPPLEMENTAL  
RENEWAL  
NEW BUSINESS  
TRANSFER 0.00  
ORIGINAL TAX 35.00  
0.00  
AMOUNT  
PENALTY 8.75  
COLLECTION COST 0.00  
TOTAL 43.75

Paid 0-21072962 43.75 02/18/2022

SIGN AND DISPLAY AS REQUIRED  
I SWEAR THAT THIS LOCAL BUSINESS TAX RECEIPT IS MADE FOR THE BUSINESS OR PROFESSION INDICATED HEREON AND IS TRUE AND CORRECT. THIS APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE, INCLUDING ZONING.

Law requires this receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County. Upon failure to do so, the business shall be subject to the payment of another tax for the same business, profession, or occupation.

Pursuant to State Law, all Business Tax Receipts shall be issued and validated by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 3% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the business tax for the delinquent establishment.

This Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the state, county, or cities nor does it exempt the business from any other tax or permits that may be required by law.

The applicant must comply with state laws and local ordinances, including zoning.

Please contact the Property Appraiser's office for information about tangible property taxes.

Failure to pay a business tax within 150 days of the initial notice can result in a civil penalty of up to \$250.

#### OFFICE LOCATIONS & HOURS

Office	Location	M	T	W	T	F
Crestview	The Brickh Building 302 N Wilson Ste 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Shalimar	1250 N Eglin Pkwy Suite 101	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Eglin AFB	310 Van Matre Ave Bldg 210	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Hurlburt Field	120 Simpson Ave, Rm 111	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30
Niceville	701 E. John Sims Pkwy	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5
Destin	4012 Commons Dr W Unit 122	8:30-5	8:30-5	8:30-5	8:30-5	8:30-5

Please direct any questions to our Customer Service Processing Center at (850) 651-7100, #829 from your cell phone, toll-free 1-877-TAGS-R-US (1-877-824-7787), website [www.OkaloosaTax.com](http://www.OkaloosaTax.com) or email at [WebMaster@OkaloosaTax.com](mailto:WebMaster@OkaloosaTax.com).



**BEN ANDERSON**  
Tax Collector, Okaloosa County

[www.OkaloosaTax.com](http://www.OkaloosaTax.com)

To report tax fraud call 855-489-8477 (ATX-TIPS)



25. Proposal / Pricing -- Contract Years 1 -3


Passenger Boarding Bridge and Baggage Handling System Destin-Fort Walton Beach Airport (VPS) - RFP AP 17-22 Technician 1 and Technician 2 will Perform Maintenance and Repairs on the Baggage Handling System and Passenger Boarding Bridges				
Per Year	Rate Per Technician	Standard Hourly Rate	Annual Amount Based on 2,080 Hours	
Year 1	Technician 1	\$61.95 Sixty One Dollars and Thirty Five Cents	\$127,608.00	One Hundred Twenty Seven Thousand, Six Hundred Eight Dollars
	Technician 2	\$61.95 Sixty One Dollars and Thirty Five Cents	\$127,608.00	One Hundred Twenty Seven Thousand, Six Hundred Eight Dollars
	Total Annual Amount - Year 1		\$255,216.00	Two Hundred Fifty Five Thousand, Two Hundred Sixteen Dollars
Overtime Hourly Rate	Technician 1	\$92.02 Ninety Two Dollars and Two Cents		
	Technician 2	\$92.02 Ninety Two Dollars and Two Cents		
Year 2	Technician 1	\$62.91 Sixty Two Dollars and Ninety One Cents	\$130,052.80	One Hundred Thirty Thousand, Eight Hundred Fifty Two Dollars, Eighty Cents
	Technician 2	\$62.91 Sixty Two Dollars and Ninety One Cents	\$130,052.80	One Hundred Thirty Thousand, Eight Hundred Fifty Two Dollars, Eighty Cents
	Total Annual Amount - Year 2		\$260,105.60	Two Hundred Sixty One Thousand, Seven Hundred Fifty Four Dollars, Sixty Cents
Overtime Hourly Rate	Technician 1	\$94.86 Ninety Four Dollars and Thirty Six Cents		
	Technician 2	\$94.86 Ninety Four Dollars and Thirty Six Cents		
Year 3	Technician 1	\$64.51 Sixty Four Dollars and Fifty One Cents	\$134,180.80	One Hundred Thirty Four Thousand, One Hundred Eighty Dollars, Eighty Cents
	Technician 2	\$64.51 Sixty Four Dollars and Fifty One Cents	\$134,180.80	One Hundred Thirty Four Thousand, One Hundred Eighty Dollars, Eighty Cents
	Total Annual Amount - Year 3		\$268,361.60	Two Hundred Sixty Eight Thousand, Three Hundred Sixty One Dollars, Sixty Cents
Overtime Hourly Rate	Technician 1	\$96.76 Ninety Six Dollars and Seventy Six Cents		
	Technician 2	\$96.76 Ninety Six Dollars and Seventy Six Cents		
Total Contract Value for Years 1 -3			\$785,285.20	Seven Hundred Eighty Five Thousand, Two Hundred Eighty Three Dollars, Twenty Cents

  
 Danny Pena  
 ERMIC Aviation, LLC.  
 Vice President - Operations

RFP AP 17-22  
 Maintenance & Repair Services for  
 Passenger Boarding and Baggage Handling Systems  
 at VPS  
 ATTACHMENT "B"-  
 Pricing Schedule

26. Proposal / Pricing Option Years 1 and 2

Passenger Boarding Bridge and Baggage Handling System Destin-Fort Walton Beach Airport (VPS) - RFP AP 17-22					
Technician 1 and Technician 2 will Perform Maintenance and Repairs on the Baggage Handling System and Passenger Boarding Bridges					
Per Year	Rate Per Hour	Standard Hourly Rate	Annual Amount Based on 2,080 Hours		
Option Year 1	Technician 1	\$ 63.57	Sixty Three Dollars and Fifty Seven Cents	\$ 132,225.60	One Hundred Thirty Two Thousand, Two Hundred Twenty Five Dollars, Sixty Cents
	Technician 2	\$ 63.57	Sixty Three Dollars and Fifty Seven Cents	\$ 132,225.60	One Hundred Thirty Two Thousand, Two Hundred Twenty Five Dollars, Sixty Cents
	Total Annual Amount - Option Year 1			\$ 264,451.20	Two Hundred Sixty Four Thousand, Four Hundred Fifty One Dollars, Twenty Cents
Overtime Hourly Rate	\$ 95.35	Ninety Five Dollars and Thirty Five Cents			
	\$ 95.35	Ninety Five Dollars and Thirty Five Cents			
Option Year 2	Technician 1	\$ 65.36	Sixty Five Dollars and Thirty Six Cents	\$ 135,948.80	One Hundred Thirty Five Thousand, Nine Hundred Forty Eight Dollars, Eighty Cents
	Technician 2	\$ 65.36	Sixty Five Dollars and Thirty Six Cents	\$ 135,948.80	One Hundred Thirty Five Thousand, Nine Hundred Forty Eight Dollars, Eighty Cents
	Total Annual Amount - Option Year 2			\$ 271,897.60	Two Hundred Seventy One Thousand, Eight Hundred Ninety Seven Dollars, Sixty Cents
Overtime Hourly Rate	\$ 98.04	Ninety Eight Dollars and Four Cents			
	\$ 98.04	Ninety Eight Dollars and Four Cents			
Total Contract Value for Option Years 1 and 2				\$ 536,348.80	Five Hundred Thirty Six Thousand, Three Hundred Forty Eight Dollars, Eighty Cents

  
 Danny Pohn  
 ERMC Aviation, LLC  
 Vice President - Operations

**GENERAL SERVICES INSURANCE REQUIREMENTS**

REVISED: 01/2/2019

**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. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
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. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance on all Workers Compensation Clauses.
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-day prior written notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
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 workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.
4. Okaloosa County Board of County Commissioners shall be listed as an Additional Insured by policy endorsement on all policies applicable to this agreement except Worker's Compensation. A waiver of subrogation is required on all policies

#### **BUSINESS AUTOMOBILE LIABILITY**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. 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 all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

## 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	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

## 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 Contractor'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 Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

## INDEMNIFICATION & HOLD HARMLESS

Contractor 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 Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

## CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage 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 Board of County Commissioners, 302 N. Wilson St., 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 that 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 claims-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 Contractor's full responsibility.
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 Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

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

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

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

#### **EXCESS/UMBRELLA INSURANCE**

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



## **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, 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 USC § 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 USC § 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 USC § 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 USC § 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 *et seq.*).

17. Vendors on Scrutinized Companies List

VENDORS ON SCRUTINIZED COMPANIES LISTS

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: 02/22/2022

SIGNATURE: 

COMPANY: ERMC AVIATION, LLC.

NAME: DANNY PENA  
(Typed or Printed)

ADDRESS: 2302118TH STREET - SUITE 100  
GRAND PRAIRIE, TEXAS 75050

TITLE: VICE PRESIDENT - OPERATIONS

E-MAIL: danny.pena@unifltservice.com

PHONE NO : 817.834.0244

RFP AP 17-22  
Maintenance & Repair Services for Passenger  
Boarding and Baggage Handling Systems at VPS  
ATTACHMENT "E".  
Scrutinized Contractors Certificate