

4C-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 6, 2016 () Consent (X) Regular
() Workshop () Public Hearing

Department:

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve Term Contract #16070 (Contract) for Aircraft Insecticide Spraying with Application Dynamics LLC, a Ft. Myers, Florida based company, for an amount not to exceed \$660,000 for aerial mosquito spraying from December 6, 2016 to December 5, 2017 with up to four annual renewal options; and

B) approve a \$244,913 Budget Transfer from General Fund Contingency Reserves to fund an unanticipated increase in contract price.

Summary: The Contract was set to expire in October and was advertised for bid. Application Dynamics LLC is the current vendor and is also the selected vendor for the new Contract. Application Dynamics was the only responsive and responsible bidder meeting the specifications for Palm Beach County's Solicitation #16-070/RR. The Contract has increased by \$364,000 to \$660,000. The current budget anticipates \$415,087 leaving a deficit of \$244,913. The vendor cites additional pilot staffing needs and increased insurance costs as the reason for their significantly increased bid amount. Still, at less than \$1 per acre sprayed, the cost compares favorably with other mosquito control programs in south Florida. The requested budget transfer is necessary to fund the unanticipated increase in the Contract. No SBE vendor submitted a bid on this project. Countywide (AH)

Background and Policy Issues: The original bid amount was for \$750,692. The bidder agreed to reduce the Contract amount for the first year to \$660,000 with the assurance of 3% increases in the next three years and a 4% increase in the fourth year of the Contract.

Attachments:

- 1. Notice of Solicitation Bid # 16-070/RR
- 2. Bid Response Bid # 16-070/RR
- 3. Award Letter (Form L)
- 4. Budget Transfer

Recommended by: [Signature] 11/26/16
Department Director Date

Approved by: [Signature] 12-1-16
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures					
Operating Costs	<u>660,000</u>	<u>679,800</u>	<u>700,194</u>	<u>721,200</u>	<u>750,692</u>
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u>660,000</u>	<u>679,800</u>	<u>700,194</u>	<u>721,200</u>	<u>750,692</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Account No.: Fund 0001 Department 380 Unit 3241 Object 3401
 Program _____

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

General Fund Contingency Reserves. The fiscal impact includes a 3% annual increase in the Aircraft Insecticide Spraying Contract for the first three renewals and a 4% increase for the final renewal. Contingency reserves will only be needed to fund the increased contract amount (3244, 913) for the current fiscal year.

C. Department Fiscal Review:

III. REVIEW COMMENTS

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

Lisa Pons 11/18/16
 OFMB ET 11/17

John J. Jacoby 11/28/16
 Contract Development and Control
 11/28/16 (TK)

B. Legal Sufficiency:

Anne Delgent 11/29/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

ATTACHMENT 1

Board of County Commissioners

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



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #16-070/RR**

AIRCRAFT INSECTICIDE SPRAYING, TERM CONTRACT

BID SUBMISSION DATE: SEPTEMBER 15, 2016 AT 4:00 P.M.

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

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

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

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

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

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

50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID # <u>16-070/RR</u>	BID TITLE: AIRCRAFT INSECTICIDE SPRAYING, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: Robert Rosenstein		TELEPHONE NO.: (561) 616-6835
FAX NO.: (561) 242-6735	E-MAIL ADDRESS: rosenstein@pbcgov.org	

All bid responses must be received on or before September 15, 2016, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

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

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

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

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

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

The Uniform Commercial Code (Florida Statutes, Chapter 672)

shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the successful bidder warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the successful bidder shall comply with the requirements set forth in Section 3.n. hereinbelow.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility

determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- f. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

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

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

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

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

assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

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

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

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

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

records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the COUNTY, upon request of the County's Custodian or the COUNTY's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

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

IS GREATER THAN \$1 MILLION): As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Invitation for Bid, the BIDDER certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, , or on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.

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

3. BID SUBMISSION

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

Item 1 – Policy

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

maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 – SBE Goals

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

Item 3 – Ranking of Responsive Bidders

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

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

Item 4 – Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by any SBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

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

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

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

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

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

A Schedule 2 shall be completed by the SBE Prime. A Schedule 2 shall be completed and signed by the proposed SBE subcontractor listed on Schedule 1. SBE Primes and SBE Subcontractors shall specify the type of work to be

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

Item 5 – SBE Certification

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

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

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

Item 7 – Responsibilities After Contract Award

Schedule 3 – SBE-M/WBE Activity Form

This form shall be submitted by the prime contractor with each payment application when SBE subcontractors are utilized in the performance of the contract. This form shall contain the names of all SBE subcontractors, specify the subcontracted

dollar amount for each subcontractor and show amount drawn and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

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

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

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

Item 8 – SBE Substitutions

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

d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located

in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

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

- i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

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

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the bidder subject to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, anytime after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract.
- n. **SUCCESSFUL BIDDER NON-DISCRIMINATION POLICY:** The successful bidder shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

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

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

4. BID SUBMISSION TIME / AWARD OF BID

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

5. CONTRACT ADMINISTRATION

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

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

specifications or performance standards.

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

- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall **not** be accepted.

**PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036**

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's **voluntary Payment Manager Program**. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com or 561-355-3295.

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

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

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

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

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
7. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

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

9. QUALIFICATION OF BIDDERS

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

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

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past five (5) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. Submit a copy of a current pilot license for each pilot who shall fulfill the requirements of this contract.
- C. Submit a copy of a current Public Health Certificate for each pilot who shall fulfill the requirements of this contract.
- D. Submit written proof that each pilot, who shall fulfill the requirements of this contract, possesses certification as a "Pesticide Applicator" in the Commercial Category under the Federal Environmental Protection Agency and the State of Florida standards for certification.
- E. Submit written proof that each pilot, who shall fulfill the requirements of this contract, possesses a minimum of 1,000 veritable flight hours experience and a minimum of 100 veritable flight hours of aerial mosquito control experience.

NOTE: The County reserves the right to verify any and all items identified above. At the discretion of the County, inspection of aircraft and maintenance records may be conducted by a Palm Beach County employed and licensed Airframe and Powerplant mechanic.

10. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis.

11. METHOD OF ORDERING (TERM CONTRACT)

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

12. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$435,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

13. RESPONSE TIME

Bidder acknowledges and agrees that response time is an essential condition of this contract.

Successful bidder shall be fully operational and available within eight (8) hours written notice from the County. In the event the successful bidder cannot comply with this requirement, it shall immediately make this fact known to the County.

The successful bidder shall, within twenty-four (24) hours of a delay, provide to the County written notification of the cause and remedy of such delay.

If the successful bidder is delayed in the completion of services by reason of unforeseeable causes beyond its control and without fault or negligence, the timeframe specified for completion of said services shall be extended at the sole discretion of the County.

14. ATTACHMENT

Attachment "A" is included and considered to be a component of this bid.

15. RENEWAL OPTION

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

16. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Insurance Tracking Services, Inc. (ITS), P.O. Box 20270, Long Beach, CA 90801. Subsequently, the successful bidder shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Pollution – Herbicide/Pesticide Applicator – Legal Liability. Successful bidder shall agree to maintain Pollution Legal & Remediation Liability at a minimum limit not less than \$500,000 per occurrence / \$1,000,000 annual aggregate providing coverage for damages including, but not limited to, third-party liability, clean up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the County reserves the right to review and request a copy of the successful bidder's most recent annual report or audited financial statements. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

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

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Aircraft Liability. Aircraft Liability shall be maintained with respect of all aircraft owned, leased or operated by the successful bidder for bodily injury (including death) and property damage liability in an amount not less than **\$5,000,000** combined single limit per occurrence. Palm Beach County Board of County Commissioners shall be endorsed as an Additional Insured.

The policy must include endorsement CG22 64, or its equivalent, Pesticide or Herbicide Applicator coverage or similar pollution liability coverage endorsement and a copy of the endorsement must accompany the Certificate of Insurance.

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

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

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

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

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

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

**SPECIFICATIONS
BID #16-070/RR**

AIRCRAFT INSECTICIDE SPRAYING, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for aircraft insecticide spraying for Palm Beach County (County).

GENERAL (SCOPE OF WORK)

The successful bidder shall be responsible for aircraft insecticide spraying to control mosquitoes throughout the County. The estimated acreage to be sprayed annually is approximately 2,500,000 +/- acres, depending on the County's needs.

The area(s) to be sprayed and the time of day to complete the spraying shall be designated by the County. Aircraft insecticide spraying services shall be completed in accordance with all local, State and Federal rules and regulations.

The monthly unit price shall be paid to the successful bidder regardless of the amount of requests the County makes for spraying on any particular month. The minimum amount of acreage the County shall request to be sprayed at one (1) time is 30,000 acres.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall:

be responsible for furnishing a minimum of two (2) fixed-wing or rotary-wing aircraft, each with a minimum insecticide load capacity of 1,500 pounds and equipped for ultra-low volume (U.L.V.) dispersal of insecticides.

prior to commencing services for the County, conduct quality control tests to ensure the proper insecticide droplet size spectrum is being sprayed, at no additional charge to the County. All droplet size spectrum tests shall be done in accordance with the insecticide manufacturer's instructions. The County may request additional droplet tests as it deems necessary at the successful bidder's expense.

be capable of spraying 250,000 acres in a four (4) hour period.

have pilots who shall comply with Federal Drug-Free Workplace policies.

be responsible for storing, transporting and loading all insecticides onto the aircraft in accordance with all local, State and Federal rules and regulations.

provide a report to the County detailing the targeted spray areas and actual spray areas after each flight.

make a key to their storage facility available to the County for random inventorying and inspections.

dispose of empty insecticide containers in accordance with the label instructions and with all local, State and Federal rules and regulations.

upon conclusion of the contract term, return all equipment, materials and chemicals supplied by the County.

AIRCRAFT SPECIFICATIONS

Aircraft shall be fully operational and available for dispersal of insecticides within eight (8) hours written notice from the County. Insecticides shall be loaded onto the aircraft at County airports. All local, State and Federal rules and regulations regarding loading of insecticides shall be followed. Successful bidder shall provide written confirmation to the County within eight (8) hours of receiving County's request for service.

Aircraft shall be capable of flying at a speed and height in accordance with insecticide label requirements and Federal Aviation Administration (FAA) regulations.

Aircraft shall be equipped with a high-pressure spray system, operating at a minimum of 2800 PSI, which shall apply the U.L.V. insecticide. This system shall produce at least 65 percent of the application volume in a droplet spectrum of 30 microns or less.

Aircraft shall be equipped to monitor meteorology in real time to provide weather data on the ground and in the aircraft in order to target aerial applications accurately.

Aircraft shall have a G.P.S. based electronic guidance system. This system shall assist in applying insecticides uniformly within a horizontal accuracy of 200 feet. The G.P.S. system shall include software capable of creating and recording a targeted spray area.

The underside of the aircraft wings shall be clearly marked as "Mosquito Control", or similar, to make it known to the public as to the purpose of the low flying aircraft.

COUNTY'S RESPONSIBILITIES

The County shall:

order on an as needed basis.

furnish all insecticides to the successful bidder. The insecticide to be sprayed is "Dibrom 14", which is a fast acting, short residual insecticide for large scale mosquito control programs. The County shall determine the rate of application per acre.

approve use of any aircraft other than those identified in the successful bidder's response, in writing, prior to use in the performance of this contract at no additional cost to the County. Aircraft requested for substitution shall meet or exceed the requirements stated herein.

have the authority to inspect any aircraft utilized in the performance of this contract.

provide State of Florida approved insecticides.

reserves the right to employ other aircraft for aircraft insecticide spraying services if the successful bidder's aircraft are not airworthy, the dispersal equipment does not function properly, the aircraft is not available, the pilots do not carry out instructions, or in the face of any emergency where the County deems it necessary to alleviate the condition responsible for the emergency.

LICENSING AND CERTIFICATIONS

Pilots and aircraft shall be properly trained, licensed and certified by the FAA and operate under all FAA requirements for the duration of this contract.

PAYMENT

Payment is based on the monthly unit price offered on the bid response page. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of services rendered. Price shall include, but is not limited to, all supervision, material, labor, travel, equipment, tools, transportation, and other facilities and services necessary to fully complete the service as specified above. No additional compensation shall be paid for fuel, maintenance, mileage, insurance, mobilization, demobilization, or any/all incidental expenses that may arise from this service

**BID RESPONSE
 BID #16-070/RR**

AIRCRAFT INSECTICIDE SPRAYING, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	PRICE PER MONTH
1.	AIRCRAFT INSECTICIDE SPRAYING AS SPECIFIED HEREIN.	Month	\$ _____

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

Acknowledge Non-Discrimination Policy Form is included as specified herein? YES/INITIAL _____

Acknowledge Qualification of Bidders information is included, per Term and Condition #9? YES/INITIAL _____

Acknowledge Insurance requirements, per Term and Condition #16? YES/INITIAL _____

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

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

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

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

* SIGNATURE: _____	PRINT NAME: PRINT TITLE:
--------------------	-----------------------------

ADDRESS: _____

CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # ()	E-MAIL:
TOLL FREE # ()	FAX #: ()

APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____

FEDERAL ID # _____

ATTACHMENT A

**BID #16-070/RR
AIRCRAFT INSECTICIDE SPRAYING, TERM CONTRACT**

Bidder shall complete this form for each aircraft to be utilized in the performance of this Contract. Bidder shall complete all information requested below and submit with their bid.

	AIRCRAFT 1:	AIRCRAFT 2:
MAKE/MODEL/YEAR:		
LICENSE NUMBER:		
FLYING SPEED WHEN DISPERSING INSECTICIDE:		
F.A.A. APPROVED MAXIMUM LOAD CAPACITY OF SPRAY MATERIAL OVER CONGESTED AREAS	Gallons or pounds:	Gallons or pounds:
FIELD AT WHICH AIRCRAFT IS BASED:		
NUMBER OF NOZZLES:		
NAME AND MANUFACTURER'S ITEM NUMBER OF NOZZLES:		
TYPE OF INSECTICIDE PUMP:		
OPERATING PUMP PRESSURE:		
PHOTO(S) OF AIRCRAFT ATTACHED:	Yes _____ Initial _____	Yes _____ Initial _____
LOCATION WHERE AIRCRAFT MAY BE SEEN FOR INSPECTION:		

NOTE: If not in Palm Beach County, it shall be the responsibility of bidder to bring aircraft to a designated Palm Beach County Airport for inspection.

Describe approved U.L.V. spray equipment (attach additional sheet if necessary):

FAILURE TO SUBMIT WITH BID RESPONSE SHALL BE CAUSE FOR REJECTION OF YOUR BID.

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #16-070/RR**

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

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

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

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

**CERTIFICATION OF BUSINESS LOCATION
 BID #16-070/RR**

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

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

I. Bidder is a:

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

(Please indicate):

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

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

(Please indicate):

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

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

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

_____, of _____
 (Title/Position) (Firm Name of Bidder)

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

 (Signature)

 (Date)

**DRUG-FREE WORKPLACE CERTIFICATION
BID #16-070/RR**

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

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

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

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

THIS CERTIFICATION is submitted by _____ the
 (Individual's Name)

_____ of _____
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

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

Signature

Date

NON-DISCRIMINATION POLICY
BID #16-070/RR

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

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

Check one:

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

OR

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

NOTE:

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

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

BIDDER:

Company Name

Signature

Name (type or print)

Title

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

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

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

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

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ _____

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

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

Signature

Title

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

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

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

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

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

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

Date of Palm Beach County Certification: _____

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

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

at the following price or percentage
_____ (Subcontractor's quote)

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

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

Price or Percentage _____ / _____ (Name of Subcontractor)

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

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

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

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

Date: _____

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

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

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

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

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

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

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

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

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

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

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

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

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

DEPT.: _____ PROJECT NO.: _____

PRIME CONTRACTOR VENDOR CODE: _____

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE: _____

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

*Subcontractor Name: _____ Amount to be paid: _____

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

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

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

ATTACHMENT 2

**BID RESPONSE
BID #16-070/RR**

AIRCRAFT INSECTICIDE SPRAYING, TERM CONTRACT

ITEM NO.	DESCRIPTION	UNIT	PRICE PER MONTH
1.	AIRCRAFT INSECTICIDE SPRAYING AS SPECIFIED HEREIN.	Month	\$ <u>62,557.66</u>

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

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL 

Acknowledge Qualification of Bidders information is included, per Term and Condition #9?

YES/INITIAL 

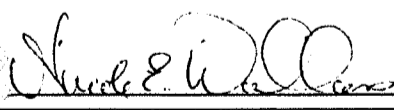
Acknowledge Insurance requirements, per Term and Condition #16?

YES/INITIAL 

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

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

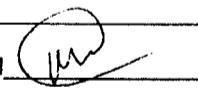
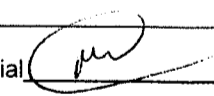
Per General Term and Condition #7, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
Application Dynamics LLC		09/12/2016
* SIGNATURE: <u></u>	PRINT NAME: Nicole E Williams PRINT TITLE: CEO/Owner	
ADDRESS: <u>618 SW 3rd Street</u>		
CITY / STATE: <u>Cape Coral FL</u>		ZIP CODE: <u>33991</u>
TELEPHONE # (239) 673-8328	E-MAIL: <u>williams@applicationdynamics.net</u>	
TOLL FREE # ()	FAX #: ()	
APPLICABLE LICENSE(S) NUMBER # <u>FAA operating certificate # HOXG591N</u> TYPE: <u>137 Operation Certificate for aerial application</u>		
FEDERAL ID # <u>46-1816446</u> Palm Beach Vendor # <u>VC0000144431</u>		

ATTACHMENT A

BID #16-070/RR
AIRCRAFT INSECTICIDE SPRAYING, TERM CONTRACT

Bidder shall complete this form for each aircraft to be utilized in the performance of this Contract. Bidder shall complete all information requested below and submit with their bid.

	AIRCRAFT 1:	AIRCRAFT 2:
MAKE/MODEL/YEAR:	UH1H/66/Huey helicopter	C337/74/cessna and * at the begining of 2017 Bell 206B3 1973
LICENSE NUMBER:	911BV	793DS and 887EH
FLYING SPEED WHEN DISPERSING INSECTICIDE:	90knots	125 knots and 110 knots
F.A.A. APPROVED MAXIMUM LOAD CAPACITY OF SPRAY MATERIAL OVER CONGESTED AREAS	Gallons or pounds: 2,000 lbs UH1H Helicopter	Gallons or pounds: 750lbs in C337 and 900lbs in 206B3
FIELD AT WHICH AIRCRAFT IS BASED:	Shellcreek airport (F13)	North County Airport (F45)
NUMBER OF NOZZLES:	36	36
NAME AND MANUFACTURER'S ITEM NUMBER OF NOZZLES:	Predator AirStrike High Pressure system 36 nozzles Adulticide and Larvicide capblity Patent # 6886784 and patents pending	Predator AirStrike High Pressure system 36 nozzles Adulticide and Larvicide capblity Patent # 6886784 and patents pending
TYPE OF INSECTICIDE PUMP:	High Pressure AirStike Pump	High Pressure AirStike Pump
OPERATING PUMP PRESSURE:	3000 psi	3000 psi
PHOTO(S) OF AIRCRAFT ATTACHED:	Yes <input checked="" type="checkbox"/> Initial 	Yes <input checked="" type="checkbox"/> Initial 
LOCATION WHERE AIRCRAFT MAY BE SEEN FOR INSPECTION:	Shell creek airport (F13)	North County Palm Beach Airport (F45)

NOTE: If not in Palm Beach County, it shall be the responsibility of bidder to bring aircraft to a designated Palm Beach County Airport for inspection.

Describe approved U.L.V. spray equipment (attach additional sheet if necessary):

Application Dynamics F/K/A Howe Enterprises has developed and patented an exclusive high pressure spray system for mosquito control. AirStrike high pressure spray system produces droplets (1) in the optimum range of 8-15 microns to kill adult mosquitoes (2 and 3). It is the only system in use that produces the optimum droplets to kill adult mosquito. This is the only system being used that is specifically designed for mosquito control application. This technology results in reduction of insecticide needed, saving money, increased efficiency and no impact to the environment (4). Application Dynamics has had the pleasure to service the county with the technology for the last 15 years.

Please see the attached data on the Spray system from independent sources. See Attached Summary and high pressure data with studies

- (1) Mount (1998)
 (2) Lee County Wind Tunnel droplet analysis
 (3) Journal of The American Mosquito Control 2006 p.715
 (4) Dr. Jim Dukes Wingbeats article

FAILURE TO SUBMIT WITH BID RESPONSE SHALL BE CAUSE FOR REJECTION OF YOUR BID.

**QUALIFICATIONS OF BIDDERS
REFERENCES FOR SOLICITATION #16-070/RR**

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders. ***PLEASE SEE ATTACHED MOSQUITO REFERANCES IN ADDITION****

REFERENCE NAME:	R C Hatton		
ADDRESS:	P O Box 220 Pahokee FL 33476		
CONTACT NAME:	Paul Allen		
CONTACT INFORMATION:	PHONE: 561-924-2455	CELL PHONE:	
	FAX:	EMAIL: paul@rchatton.com	
SCOPE OF WORK:	Flew Huey helicopter on application of frost work 4years ago		
CONTRACT DATES:	as needed		

PLEASE SEE ATTACHED MOSQUITO REFERANCES IN ADDITION*

REFERENCE NAME:	Harris Nursery		
ADDRESS:	10721 HWY 39 South Lithia FL 33547		
CONTACT NAME:	Louis Gatlin		
CONTACT INFORMATION:	PHONE: 813-957-5234 or 813-655-1823	CELL PHONE:	
	FAX:	EMAIL: Ruth@harriscittus.com	
SCOPE OF WORK:	Supplies organic fertilizer		
CONTRACT DATES:	on going as needed		

PLEASE SEE ATTACHED MOSQUITO REFERANCES IN ADDITION*

REFERENCE NAME:	Edison Ford Winter Estates		
ADDRESS:	2350 Mc Gregor Blvd FT Myers FL 33901		
CONTACT NAME:	Debbie Hughs		
CONTACT INFORMATION:	PHONE: 239-334-7419	CELL PHONE:	
	FAX:	EMAIL: dhughes@edisonfordwinterestates.org	
SCOPE OF WORK:	supply products		
CONTRACT DATES:	on going as needed		

AIRPORT INSURANCE BINDER OLD REPUBLIC AEROSPACE

Policy No. AP 009818 07 is extended as follows:

<u>EFFECTIVE DATES:</u>	October 1, 2016 to December 1, 2016
<u>NAMED INSURED:</u>	Richard Howe and Nicole Howe Williams, Application Dynamics, LLC and Trader John, Ltd. 36880 Washington Loop Road Punta Gorda, FL 33982
<u>LOCATIONS COVERED:</u>	Named Insured's aviation-related operations located at: (F13) Shell Creek Airpark Punta Gorda, FL (LNA) Palm Beach County Park Airport Lantana, FL (PGD) Punta Gorda Airport Punta Gorda, FL Excluding industrial parks, farm land, golf courses or any other premises unless such other premises are significant to operations of the airport as an airport.
<u>PREMISES LIABILITY:</u>	<i>(Excluding War, Hi-Jacking and Other Perils and TRIA (Terrorism) Coverage)</i> \$1,000,000 Each Occurrence
<u>PREMISES MEDICAL PAYMENTS:</u>	\$1,000 Each Person \$5,000 Each Occurrence
<u>PRODUCTS/COMPLETED OPERATIONS:</u>	<u>NOT COVERED</u>
<u>HANGARKEEPERS LEGAL LIABILITY:</u>	<u>NOT COVERED</u>
<u>PERSONAL INJURY LIABILITY:</u>	\$1,000,000 Each Occurrence / Aggregate
<u>CONTRACTUAL LIABILITY:</u>	\$1,000,000 Each Occurrence / Aggregate <i>Coverage is only applicable to the Palm Beach County Mosquito Control Contract.</i>

AIRPORT INSURANCE BINDER OLD REPUBLIC AEROSPACE

INDEPENDENT CONTRACTORS LIABILITY: \$1,000,000 Each Occurrence / Aggregate
(Excluding structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the Named Insured.)

ADDITIONAL INSUREDS:

Palm Beach County
c/o Insurance Tracking Services, Inc.
PO Box 20270
Long Beach, CA 90801

Galaxy Aviation of Lantana, LLC
2633 Lantana Road, #18
Lake Worth, FL 33462

Signature Flight Support
PO Box 402458
Atlanta, GA 40384

It should be noted that this policy excludes coverage for the Storage of, Disposal or, or Application of Chemicals, Fertilizers and Seeds and Pollution.

ANNUAL PREMIUM:

\$2,100.00 – Subject to Pro-Rata Adjustment

**Premium for the period 10/1/16 to 12/1/16:
\$351.00**

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE POLICY REMAIN UNCHANGED.

AIRPORT INSURANCE BINDER OLD REPUBLIC AEROSPACE

EFFECTIVE DATES: October 1, 2015 to
October 1, 2016

NAMED INSURED: Richard Howe and Nicole Howe Williams,
Application Dynamics, LLC and
Trader John, Ltd.
36880 Washington Loop Road
Punta Gorda, FL 33982

LOCATIONS COVERED: Named Insured's aviation-related operations
located at:
(F13) Shell Creek Airpark
Punta Gorda, FL

(LNA) Palm Beach County Park Airport
Lantana, FL

(PGD) Punta Gorda Airport
Punta Gorda, FL

Excluding industrial parks, farm land, golf
courses or any other premises unless such other
premises are significant to operations of the
airport as an airport.

PREMISES LIABILITY: *(Excluding War, Hi-Jacking and Other Perils and
TRIA (Terrorism) Coverage)*
\$1,000,000 Each Occurrence

PREMISES MEDICAL PAYMENTS: \$1,000 Each Person
\$5,000 Each Occurrence

PRODUCTS/COMPLETED OPERATIONS: **NOT COVERED**

HANGARKEEPERS LEGAL LIABILITY: **NOT COVERED**

PERSONAL INJURY LIABILITY: \$1,000,000 Each Occurrence / Aggregate

CONTRACTUAL LIABILITY: \$1,000,000 Each Occurrence / Aggregate

*Coverage is only applicable to the Palm Beach
County Mosquito Control Contract.*

AIRPORT INSURANCE BINDER OLD REPUBLIC AEROSPACE

INDEPENDENT CONTRACTORS LIABILITY: \$1,000,000 Each Occurrence / Aggregate
(Excluding structural alterations which involve changing the size of or moving buildings or other structures, new construction or demolition operations performed by or on behalf of the Named Insured.)

ADDITIONAL INSUREDS:

Palm Beach County
c/o Insurance Tracking Services, Inc.
PO Box 20270
Long Beach, CA 90801

Galaxy Aviation of Lantana, LLC
2633 Lantana Road, #18
Lake Worth, FL 33462

Charlotte County Airport Authority
28000 Airport Road
Punta Gorda, FL 33982

It should be noted that this policy excludes coverage for the Storage of, Disposal or, or Application of Chemicals, Fertilizers and Seeds and Pollution.

ANNUAL PREMIUM: \$2,100.00

THIS BINDER IS SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE POLICY FORM IN CURRENT USE BY THE UNDERWRITERS.



OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

Galaxy Aviation of Lantana, LLC.
2633 Lantana Road #18
Lake Worth, FL 33462

The following policy
has been issued to:

Richard Howe and Nicole Howe Williams,
Application Dynamics, LLC. and Trader John, LTD.
36880 Washington Loop Road
Punta Gorda, FL 33982

AIRPORT POLICY NO: AP 009818 07 **POLICY PERIOD:** FROM: October 01, 2015 TO: December 01, 2016
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY
THIS COVERAGE IS EFFECTIVE 12:01AM October 01, 2015

LIABILITY COVERAGES:

LIMITS OF LIABILITY

<input checked="" type="checkbox"/> Comprehensive General Liability	\$	each person	\$1,000,000	each occurrence *
<input type="checkbox"/> Completed Operations / Products Liability	\$	each person	\$	each occurrence *
			\$	aggregate*
			\$	property damage *
<input type="checkbox"/> Not Applicable	\$	each person	\$	each occurrence *
			\$	property damage *
<input type="checkbox"/> Hangarkeepers Liability	\$	each aircraft	\$	each loss
<input type="checkbox"/> Premises Medical Payments	\$	each person	\$	each accident
Deductibles: Hangarkeeper's Liability	\$	each loss		
Premises Liability	\$	each claim with respect to Property Damage		

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage as their interest may appear not to exceed 90% of the Insured Value.
- Is included as an Additional Insured on Airport Liability Coverage but only with respect to operations of the Named Insured.
- Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation- ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

OLD REPUBLIC AEROSPACE, INC. Representative:

Agency Name: Aviation Insurance Agency, Inc.
Agency Phone: 772-286-0626

Date: September 01, 2016



OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

Palm Beach County
c/o Insurance Tracking Services, Inc.
P.O. Box 20270
Long Beach, CA 90801

The following policy
has been issued to:

Richard Howe and Nicole Howe Williams,
Application Dynamics, LLC. and Trader John, LTD.
36880 Washington Loop Road
Punta Gorda, FL 33982

AIRPORT POLICY NO: AP 009818 07 **POLICY PERIOD:** FROM: October 01, 2015 TO: December 01, 2016
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

THIS COVERAGE IS EFFECTIVE 12:01AM October 01, 2015

LIABILITY COVERAGES:

- Comprehensive General Liability**
- Completed Operations / Products Liability**

Not Applicable

- Hangarkeepers Liability*
- Premises Medical Payments*

Deductibles: Hangarkeeper's Liability
 Premises Liability

LIMITS OF LIABILITY

\$	each person	\$1,000,000	each occurrence *
\$	each person	\$	each occurrence *
\$		\$	aggregate*
\$		\$	property damage *
\$	each person	\$	each occurrence *
\$		\$	property damage *
\$	each aircraft	\$	each loss
\$	each person	\$	each accident
\$	each loss		
\$	each claim with respect to	Property Damage	

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage as their interest may appear not to exceed 90% of the Insured Value.
- Is included as an Additional Insured on Airport Liability Coverage but only with respect to operations of the Named Insured.
- Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation- ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

OLD REPUBLIC AEROSPACE, INC. Representative:

Agency Name: Aviation Insurance Agency, Inc.
Agency Phone: 772-286-0626

Date: September 01, 2016



OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

Signature Flight Support
PO Box 402458
Atlanta, GA
30384-2458

The following policy
has been issued to:

Richard Howe and Nicole Howe Williams,
Application Dynamics, LLC. and Trader John, LTD.
36880 Washington Loop Road
Punta Gorda, FL 33982

AIRPORT POLICY NO: AP 009818 07

POLICY PERIOD: FROM: October 01, 2015 TO: December 01, 2016

INSURANCE COMPANY:

OLD REPUBLIC INSURANCE COMPANY

THIS COVERAGE IS EFFECTIVE 12:01AM July 19, 2016

LIABILITY COVERAGES:

- Comprehensive General Liability
- Completed Operations / Products Liability

LIMITS OF LIABILITY

	\$	each person	\$1,000,000	each occurrence *
	\$	each person	\$	each occurrence *
			\$	aggregate*
<input type="checkbox"/> Not Applicable	\$	each person	\$	property damage *
			\$	each occurrence *
<input type="checkbox"/> Hangarkeepers Liability	\$	each aircraft	\$	property damage *
<input type="checkbox"/> Premises Medical Payments	\$	each person	\$	each loss
Deductibles: Hangarkeeper's Liability	\$	each loss		each accident
Premises Liability	\$	each claim with respect to Property Damage		

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage as their interest may appear not to exceed 90% of the Insured Value.
- Is included as an Additional Insured on Airport Liability Coverage but only with respect to operations of the Named Insured.
- Is provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation- ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

OLD REPUBLIC AEROSPACE, INC. Representative:

Agency Name: Aviation Insurance Agency, Inc.
Agency Phone: 772-286-0626

Date: September 01, 2016

AIRCRAFT INSURANCE BINDER OLD REPUBLIC AEROSPACE

Policy No. AA 000384 15 is extended as follows:

EFFECTIVE DATES:

October 1, 2016 to
December 1, 2016

NAMED INSURED:

Application Dynamics, LLC
36880 Washington Loop Road
Punta Gorda, FL 33982

AIRCRAFT COVERED:

1971 Cessna 337S, N793DS
Total Seats: 2
Restricted Category

1966 UH-1H, N911BV
Total Seats: 1
Restricted Category

HULL COVERAGE:

Not Covered

AIRCRAFT LIABILITY:

*(Excluding War, Hi-Jacking and Other Perils and
and TRIA (Terrorism) Coverage)*
\$5,000,000 Each Occurrence

Passenger Bodily Injury:

N793DS - applicable to two (2) crew seats.

N911BV - applicable to one (1) crew seat.

Coverage will apply while the aircraft is used for
Aerial Application:

\$ 100,000 Each Person

CHEMICAL LIABILITY:

Limited Chemical - Insecticides Only
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

APPROVED USES:

Mosquito Spraying

APPROVED PILOTS:

NAMED PILOT BASIS ONLY

N793DS:

Colin Ogilvie

~~Terry Carbonell provided she is at all times
accompanied by Colin Ogilvie.~~

N911BV:

Robert Melvin

Everette Brown

*Not a
employee*

AIRCRAFT INSURANCE BINDER OLD REPUBLIC AEROSPACE

TERRITORY COVERED:

The United States of America (excluding
Alaska and Hawaii)

ADDITIONAL INSUREDS:

Palm Beach County
c/o Insurance Tracking Services, Inc.
PO Box 20270
Long Beach, CA 90801

Galaxy Aviation of Lantana, LLC
2633 Lantana Road, #18
Lake Worth, FL 33462

Signature Flight Support
PO Box 402458
Atlanta, GA 30384-2458

ANNUAL PREMIUMS:

\$ 2,000.00 Aircraft Liability – N793DS
\$ 2,000.00 Aircraft Liability – N911BV
\$ 1,250.00 Passenger Bodily Injury – N793DS
\$ 750.00 Passenger Bodily Injury – N911BV
\$ 7,500.00 Chemical Liability – N793DS
\$ 7,500.00 Chemical Liability – N911BV
\$ 750.00 Additional Insured – P.B. County
\$21,750.00 TOTAL – Subject to Pro-Rata Adjustment

**Premium for the period 10/1/16 to 12/1/16:
\$3,632.00**

ALL OTHER TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE
POLICY REMAIN UNCHANGED.



OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder): Palm Beach County
c/o Insurance Tracking Services, Inc.
P.O. Box 20270
Long Beach, CA 90801

The following policy(ies)
have been issued to: Application Dynamics, LLC.
36880 Washington Loop Road
Punta Gorda, FL 33982

AIRCRAFT POLICY NO: AA 000384 15 POLICY PERIOD: FROM: October 01, 2016 TO: December 01, 2016
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT LIABILITY EXCLUDING CHEMICAL LIABILITY:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> A. Bodily Injury Liability Excluding Passengers:	\$	\$
<input type="checkbox"/> B. Property Damage:	\$XXX	\$
<input checked="" type="checkbox"/> C. Passenger Bodily Injury:	\$100,000	\$
<input checked="" type="checkbox"/> D. Combined Bodily Injury & Property Damage Liability Excluding Passenger & Excluding Chemical Liability:	\$	\$5,000,000

AIRCRAFT CHEMICAL LIABILITY:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> E. Limited Chemical Bodily Injury Liability:	\$	\$
<input type="checkbox"/> F. Limited Chemical Property Damage:	\$XXXX	\$ Aggregate
<input checked="" type="checkbox"/> G. Limited Chemical Combined Bodily Injury/Property Damage:	\$	\$1,000,000
<input type="checkbox"/> H. Comprehensive Chemical Bodily Injury Liability:	\$	\$1,000,000 Aggregate
<input type="checkbox"/> I. Comprehensive Chemical Property Damage Liability:	\$XXXX	\$
<input type="checkbox"/> J. Comprehensive Chemical Combined Bodily Injury & Property Damage Liability:	\$XXXX	\$ Aggregate

DESCRIPTION OF AIRCRAFT:	PHYSICAL DAMAGE COVERAGE:		ALL RISKS GROUND AND IN-FLIGHT DEDUCTIBLES		
	INSURED VALUE	NOT IN-MOTION	IN-MOTION		
FAA NUMBER	YEAR	MAKE & MODEL	INSURED VALUE	NOT IN-MOTION	IN-MOTION
N793DS	1971	Cessna 337S	\$N/A	\$N/A	\$N/A
N911BV	1966	UH-1H	\$N/A	\$N/A	\$N/A
			\$	\$	\$

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.
- Included as an Additional Insured, but only with respect to operations of the Named Insured.
- Provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Aircraft Chemical Liability Coverage is Herbicide/Pesticide Coverage

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation - ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Old Republic Aerospace, Inc. Representative:

Agency Name: Aviation Insurance Agency
Agency Phone: 772-286-0626

Date: August 30, 2016

1990 Vaughn Road, Suite 350, Kennesaw, GA 30144 • (770) 590-4950 • Fax: (770) 590-0599



OLD REPUBLIC AEROSPACE, INC.



OLD REPUBLIC INSURANCE COMPANY

CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder): **Galaxy Aviation**
2633 Lantana Road, #18
Lake Worth, FL 33462

The following policy(ies)
have been issued to: **Application Dynamics, LLC.**
36880 Washington Loop Road
Punta Gorda, FL 33982

AIRCRAFT POLICY NO: AA 000384 15 POLICY PERIOD: FROM: October 01, 2016 TO: December 01, 2016
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT LIABILITY EXCLUDING CHEMICAL LIABILITY:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> A. Bodily Injury Liability Excluding Passengers:	\$	\$
<input type="checkbox"/> B. Property Damage:	\$XXX	\$
<input checked="" type="checkbox"/> C. Passenger Bodily Injury:	\$100,000	\$
<input checked="" type="checkbox"/> D. Combined Bodily Injury & Property Damage Liability Excluding Passenger & Excluding Chemical Liability:	\$	\$5,000,000

AIRCRAFT CHEMICAL LIABILITY:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> E. Limited Chemical Bodily Injury Liability:	\$	\$
<input type="checkbox"/> F. Limited Chemical Property Damage:	\$XXXX	\$ Aggregate
<input checked="" type="checkbox"/> G. Limited Chemical Combined Bodily Injury/Property Damage:	\$	\$1,000,000
<input type="checkbox"/> H. Comprehensive Chemical Bodily Injury Liability:	\$	\$1,000,000 Aggregate
<input type="checkbox"/> I. Comprehensive Chemical Property Damage Liability:	\$XXXX	\$ Aggregate
<input type="checkbox"/> J. Comprehensive Chemical Combined Bodily Injury & Property Damage Liability:	\$XXXX	\$ Aggregate

DESCRIPTION OF AIRCRAFT:	PHYSICAL DAMAGE COVERAGE:		ALL RISKS GROUND AND IN-FLIGHT DEDUCTIBLES	
	INSURED	NOT IN-MOTION	IN-MOTION	
FAA NUMBER YEAR MAKE & MODEL	VALUE			
N793DS 1971 Cessna 337S	\$N/A	\$N/A	\$N/A	
N911BV 1966 Uh-1H	\$N/A	\$N/A	\$N/A	
	\$	\$	\$	

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.
- Included as an Additional Insured, but only with respect to operations of the Named Insured.
- Provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation - ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Agency Name: Aviation Insurance Agency
Agency Phone: 772-286-0626

Old Republic Aerospace, Inc. Representative:

Date: August 31, 2016

1990 Vaughn Road, Suite 350, Kennesaw, GA 30144 • (770) 590-4950 • Fax: (770) 590-0599



OLD REPUBLIC AEROSPACE, INC.



OLD REPUBLIC INSURANCE COMPANY

This is to certify to
(Certificate Holder):

Palm Beach County
c/o Insurance Tracking Services, Inc.
P.O. Box 20270
Long Beach, CA 90801

The following policy(ies)
have been issued to:

Application Dynamics, LLC.
36880 Washington Loop Road
Punta Gorda, FL 33982

AIRCRAFT POLICY NO: AA 000384 15 **POLICY PERIOD:** FROM: October 01, 2015 TO: October 01, 2016
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

AIRCRAFT LIABILITY EXCLUDING CHEMICAL LIABILITY:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> A. Bodily Injury Liability Excluding Passengers:	\$	\$
<input type="checkbox"/> B. Property Damage:	\$XXX	\$
<input checked="" type="checkbox"/> C. Passenger Bodily Injury:	\$100,000	\$
<input checked="" type="checkbox"/> D. Combined Bodily Injury & Property Damage Liability Excluding Passenger & Excluding Chemical Liability:	\$	\$5,000,000

AIRCRAFT CHEMICAL LIABILITY:	LIMITS OF LIABILITY	
	EACH PERSON	EACH OCCURRENCE
<input type="checkbox"/> E. Limited Chemical Bodily Injury Liability:	\$	\$
<input type="checkbox"/> F. Limited Chemical Property Damage:	\$XXXX	\$ Aggregate
<input checked="" type="checkbox"/> G. Limited Chemical Combined Bodily Injury/Property Damage:	\$	\$ Aggregate \$1,000,000
<input type="checkbox"/> H. Comprehensive Chemical Bodily Injury Liability:	\$	\$1,000,000 Aggregate \$
<input type="checkbox"/> I. Comprehensive Chemical Property Damage Liability:	\$XXXX	\$ Aggregate
<input type="checkbox"/> J. Comprehensive Chemical Combined Bodily Injury & Property Damage Liability:	\$XXXX	\$ Aggregate \$

DESCRIPTION OF AIRCRAFT:	PHYSICAL DAMAGE COVERAGE:		ALL RISKS GROUND AND IN-FLIGHT DEDUCTIBLES		
	FAA NUMBER	YEAR	INSURED VALUE	NOT IN-MOTION	IN-MOTION
N793DS	1971	Cessna 337S	\$N/A	\$N/A	\$N/A
N911BV	1966	UH-1H	\$N/A	\$N/A	\$N/A
			\$	\$	\$

As respects any Aircraft Owned and Operated by the Named Insured and covered under the above referenced Policy

* Refer to the Policy, an Annual Aggregate limit may apply to some coverages.

This Certificate Holder is:

- Included as a Loss Payee for Aircraft Physical Damage Coverage.
- Provided Breach of Warranty Coverage on Aircraft Physical Damage Coverage not to exceed 90% of the Insured Value.
- Included as an Additional Insured, but only with respect to operations of the Named Insured.
- Provided a Waiver of Subrogation, but only as respects Aircraft Physical Damage Coverage.

OTHER COVERAGES/CONDITIONS/REMARKS:

Aircraft Chemical Liability Coverage is Herbicide/Pesticide Coverage

Provision has been made to give the Certificate Holder thirty (30) days Notice of Cancellation - ten (10) days for nonpayment of premium of any policy above, however, the Company assumes no responsibility for the failure to provide such notice. This Certificate does not change in any way the actual coverages provided by the policy(ies) specified above.

Old Republic Aerospace, Inc. Representative:

Agency Name: Aviation Insurance Agency
Agency Phone: 772-286-0626

1990 Vaughn Road, Suite 350, Kennesaw, GA 30144 • (770) 590-4950 • Fax: (770) 590-0599



OLD REPUBLIC AEROSPACE, INC.

**WORKERS' COMPENSATION INSURANCE
BINDER
AIG / COMMERCE AND INDUSTRY INSURANCE COMPANY**

APPLICATION DYNAMICS, LLC
36880 WASHINGTON LOOP ROAD
PUNTA GORDA, FL 33982

POLICY PERIOD: July 16, 2016 to July 16, 2017

FLORIDA:

<u>CODE</u>	<u>CLASSIFICATION</u>	<u>PAYROLL</u>	<u>RATE</u>	<u>ESTIMATED PREMIUMS</u>
7425	Flying Crew – Helicopters	\$125,000	\$2.17	\$2,713
7420	Flying Crew – Fixed Wing	If Any	\$14.12	----
7403	All Other Employees & Drivers	\$ 6,600	\$5.86	\$ 387
8810	Clerical Office	\$15,000	\$.23	\$ 35
9812	*Employers Liability			\$ 120
				\$3,255
			Terrorism (TRIA) Coverage	\$ 44
			Expense Constant	\$ 200
				\$3,499
			TOTAL ESTIMATED ANNUAL PREMIUM	\$3,499
			Subject to Annual Audit	

***Employers Liability Limit:**

Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee

Excluded Officers: Nicole Howe-Williams and ~~Richard Howe~~ - applications pending.

THIS BINDER IS SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS OF THE POLICY FORM IN CURRENT USE BY THE UNDERWRITERS.

**Aviation Insurance Agency
INCORPORATED**

ISSUED BY THE STOCK INSURANCE COMPANY HEREIN CALLED THE COMPANY
COMMERCE AND INDUSTRY INSURANCE COMPANY
 2

AGENT NUMBER
 0055931-00

POLICY NUMBER
 WC 016-93-1494
 014-17-0716-00

INCORPORATED UNDER THE LAWS OF **NEW YORK**
 ITEM 1. NAMED INSURED: MAILING ADDRESS IDENTIFICATION NO.:

APPLICATION DYNAMICS, LLC
 36880 WASHINGTON LOOP ROAD
 PUNTA GORDA, FL 33982-0000



An AIG company
 EXECUTIVE OFFICES:
 175 Water Street
 New York, NY 10038

SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610
 I.D.# FL U.I.#:

PRODUCERS NAME AND ADDRESS

**WORKERS COMPENSATION AND EMPLOYERS
 LIABILITY POLICY INFORMATION PAGE**

AVIATION INSURANCE AGENCY INC
 2580 SE AVIATION WAY
 STUART, FL 34996-0000

INSURED IS
LIMITED LIABILITY COMPANY

PREVIOUS POLICY NUMBER
 NEW

OTHER WORKPLACES NOT SHOWN ABOVE: SEE EXTENSION OF ITEM 1. OF THE INFORMATION PAGE - WC990610

ITEM 2 POLICY PERIOD 12:01 A.M. standard time at the insured's mailing address FROM **07/14/16** TO **07/14/17**

ITEM 3 A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here:
FL

B. Employers Liability Insurance: Part Two of the policy applies to the work in each state listed in Item 3.A.
 The limits of our liability under Part Two are:
 Bodily Injury by Accident \$ 1,000,000 each accident
 Bodily Injury by Disease \$ 1,000,000 policy limit
 Bodily Injury by Disease \$ 1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 AK AL AR AZ CO CT DC DE GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC NE NH NJ
 NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI WV

D. This policy includes these endorsements and schedules:
 SEE EXTENSION OF ITEM 3.D. OF THE INFORMATION PAGE - WC990612

ITEM 4 The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Remuneration		Rate Per \$100 OF Remuneration	Estimated Premium	
		<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> 3 Year		<input checked="" type="checkbox"/> Annual	<input type="checkbox"/> 3 Year
SEE EXTENSION OF ITEM 4. OF THE INFORMATION PAGE - WC7754						
EXPENSE CONSTANT (EXCEPT WHERE APPLICABLE BY STATE)		\$200 FL				
MINIMUM PREMIUM		\$1,200 FL		TOTAL ESTIMATED ANNUAL PREMIUM		\$3,499
If indicated below, interim adjustments of premium shall be made:						
<input type="checkbox"/> Semi-Annually		<input type="checkbox"/> Quarterly		<input type="checkbox"/> Monthly		DEPOSIT PREMIUM \$3,499

07/29/16 AIG AVIATION WORKERS COMP

17

[Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Endorsement No. 001

This endorsement, effective 12:01 AM 07/14/2016

Forms a part of Policy No. WC 016-93-1494

014-17-0716-00

Issued to APPLICATION DYNAMICS, LLC

By COMMERCE AND INDUSTRY INSURANCE COMPANY

NOTICE TO POLICYHOLDER

This endorsement modifies insurance provided under this Workers Compensation and Employers Liability Insurance Policy

Premium for this endorsement: SUBJECT TO AUDIT

IT IS HEREBY AGREED THAT WC 00 03 08 PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT FORM IS AMENDED PER ATTACHED. ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

Issue Date: 08/23/16



Authorized Representative

PARTNERS, OFFICERS AND OTHERS EXCLUSION ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 07/14/2016 forms a part of Policy No. WC 016-93-1494

Issued to APPLICATION DYNAMICS, LLC

By COMMERCE AND INDUSTRY INSURANCE COMPANY

The policy does not cover bodily injury to any person described in the Schedule.

The premium basis for the policy does not include the remuneration of such persons.

You will reimburse us for any payment we must make because of bodily injury to such persons.

Partners	Schedule Officers	Others
	NICOLE HOWE-WILLIAMS - ADMIN	





JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 7/20/2016 EXPIRATION DATE: 7/20/2018

PERSON: WILLIAMS NICOLE E

FEIN: 461816446

BUSINESS NAME AND ADDRESS:

APPLICATION DYNAMICS, LLC

PO BOX 152725

CAPE CORAL FL 33915

SCOPES OF BUSINESS OR TRADE:

STREET CLEANING &
DRIVERS

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section shall not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

PLEASE CUT OUT CARD BELOW AND RETAIN FOR FUTURE REFERENCE

**STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION
NON-CONSTRUCTION INDUSTRY EXEMPTION**



CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA
WORKERS' COMPENSATION LAW

EFFECTIVE DATE: 7/20/2016 EXPIRATION DATE: 7/20/2018

PERSON: WILLIAMS NICOLE E

FEIN: 461816446

BUSINESS NAME AND ADDRESS:
APPLICATION DYNAMICS, LLC

PO BOX 152725
CAPE CORAL FL 33915

SCOPES OF BUSINESS OR TRA

IMPORTANT

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter.

Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt . . . apply only within the scope of the business or trade listed on the notice of election to be exempt.

Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

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STREET CLEANING &
DRIVERS

Auto-Owners

Page 1

19020 (10-80)
Issued 01-20-2016

INSURANCE COMPANY
101 ANACAPRI BLVD., LANSING, MI 48917-3999

AUTOMOBILE POLICY DECLARATIONS

Renewal Effective 03-06-2016

AGENCY AMBERG INSURANCE CENTER INC
12-0015-00 MKT TERR 068 (941) 639-7050

POLICY NUMBER 47-917-572-00

INSURED APPLICATION DYNAMICS LLC

Company Use 20-04-FL-0903

ADDRESS PO BOX 152725
CAPE CORAL FL 33915-2725

Company Bill	POLICY TERM	
	12:01 a.m.	12:01 a.m.
	to	
	03-06-2016	03-06-2017

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

DESCRIPTION OF ITEM INSURED	TERRITORY	CLASS
Hired Automobiles	040 Charlotte County, FL	SPL

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 500,000 occurrence	\$61.82
TOTAL		\$61.82

Additional Forms For This Item: 79521 (02-11) 79539 (03-99)

ITEM DETAILS: Estimated cost of hire - liability \$ If Any (Subject to audit)
Rate Effective Date 06-08-2015

130 0914

DESCRIPTION OF ITEM INSURED	TERRITORY	CLASS
Employers Non-Ownership Liab.	040 Charlotte County, FL	SPL

COVERAGES	LIMITS	PREMIUM
Combined Liability	\$ 500,000 occurrence	\$58.31
TOTAL		\$58.31

Additional Forms For This Item: 79503 (03-99) 79539 (03-99)

Rate Effective Date 06-08-2015

130 0914

DESCRIPTION OF ITEM INSURED	TERRITORY	CLASS
Commercial Automobile Plus Coverage Package	040 Charlotte County, FL	

COVERAGES	LIMITS	PREMIUM
Automobile Plus	See Package Declarations Page	\$65.81
TOTAL		\$65.81

Additional Forms For This Item: 89089 (08-07) 89102 (06-08) 89103 (08-07)
89687 (12-05) 89688 (12-05) 89689 (12-05) 89690 (12-08) 89691 (12-08)
89692 (12-05) 89694 (05-10) 89695 (12-05) 89696 (12-05) 89697 (12-05)
89698 (12-05) 89699 (12-05)

ITEM DETAILS: 3 qualified item(s).
Rate Effective Date 06-08-2015

130 0914



Agency Code 12-0015-00

Policy Number 47-917-572-00

69122 (5-12)

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS
Automobile Policy

Named Insured: APPLICATION DYNAMICS LLC

Endorsement Effective: 03-06-2016

It is agreed:

With regard to only the person or entity listed in the schedule below, we waive our right to recover payments made for **bodily injury or property damage** covered by the policy and arising out of operation of **automobiles** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity.

SCHEDULE

Name of Person or Entity: PALM BEACH CO BD OF COUNTY COMMISSIONERS

All other policy terms and conditions apply.

69122 (5-12)

Page 1 of 1



Agency Code 12-0015-00

Policy Number 47-917-572-00

89304 (7-10)

AUTOMATIC DESIGNATED INSURED - BLANKET COVERAGE
Automobile Policy

SECTION II - LIABILITY COVERAGE is provided to any person or organization only to the extent such person or organization is liable for **your** conduct arising from an **automobile** to which **SECTION II - LIABILITY COVERAGE** applies.

The insurance provided by this endorsement does not apply to any extension of **SECTION II - LIABILITY COVERAGE** provided elsewhere in this policy.

All other policy terms and conditions apply.

89304 (7-10)

Page 1 of 1



C337

~~W/AG NAV GPS SYSTEM~~
~~I PAD mini for communications & live weather~~



ATTACHMENT 3

Form L

December 6, 2016

Application Dynamics LLC
618 SW 3rd Street
Cape Coral, FL33991

TERM CONTRACT #16070

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Aircraft Insecticide Spraying based on:

[X] SOLICITATION #16-070/RR

The term of this contract is 12/6/16 through 12/5/17, and has an estimated dollar value of \$660,000, inclusive of all vendors awarded.

Pursuant to your voluntary agreement to reduce your company's pricing for Bid No. 16-070/RR, the County agrees to a 3% annual increase for Renewal Years 1, 2 and 3, which will equal monthly payments of \$56,650; \$58,349.50; and \$60,099.99 respectively. During Renewal Year 4, the County agrees to pay an increased monthly amount of \$62,557.66. It is further agreed that, during the term of the contract, the monthly price paid by the County shall not exceed your company's original bid of \$62,557.66 per month.

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

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

If you have any questions, please contact Robert Rosenstein at rosenstein@pbcgov.org or (561) 616-6835.

Sincerely,

Kathleen M. Scarlett, Director

c: Karen Foster, ERM
File

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
FUND 0001 General Fund

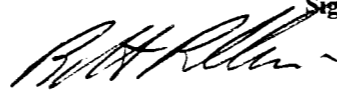
ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENC/EXP 11/8/2016	REMAINING BALANCE
<u>Appropriations</u>							
<u>Mosquito Control</u>							
380-3241 3401 Other Contractual Services	415,087	415,087	244,913	0	660,000	0	660,000
<u>General Fund Reserves</u>							
820-9900 9901 Contingency Reserves	20,000,000	20,802,520	0	244,913	20,557,607		
			244,913	244,913			

ATTACHMENT 4

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates



BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

December 6, 2016

Deputy Clerk to the
Board of County Commissioners