

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 7, 2023 [] Consent [X] Regular
[] Workshop [] Public Hearing
Submitted By: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- (A) A Contract for the Operation and Maintenance of Baggage Handling Systems at the Palm Beach International Airport (PBI) with John Bean Technologies Corporation (JBT) (Contract No. 23-015/MD) (Contract), commencing on February 28, 2023, and expiring on February 27, 2025, for an amount not to exceed \$4,417,698.07 during the initial 24-month term, with three one-year options to renew; and
- (B) A Budget Transfer in the amount of \$295,000 in the Airport's Improvement and Development Fund to provide budget for the project; including a transfer from Reserves in the amount of \$295,000. This project is partially funded under the current year's budget.

Summary: This Contract provides for the operation, maintenance and repair of all inbound and outbound automated Checked Baggage Inspection Systems/Checked Baggage Reconciliation Areas (CBIS/CBRA) and manual sortation Baggage Handling System (BHS) and their related equipment at PBI. The current Master Agreement #16-013R/LJ (R-2016-1619, as amended) expires on February 27, 2023, with no renewal options. This Contract has an initial two-year term with three one-year options to renew at the sole discretion of the County. The total not to exceed amount for the initial two-year term includes \$958,650 to update the controls that sort, scan, encode, transport and deliver passenger baggage to the designated airline and \$360,000 for any equipment, parts, supplies or services that may be required for the on-going repair and maintenance of the system. These components are required to meet specific parameters established by the Transportation Security Administration (TSA) for passenger baggage inspection and handling. Airlines utilizing the BHS at PBI pay for the full cost of the system through rates and charges established annually in accordance with the Signatory Airline Agreement (R-2019-1155). JBT's principal place of business is Ogden, Utah. This Contract was established through a competitive solicitation issued by the Purchasing Department. This Contract was presented to the Goal Setting Committee on July 6, 2022, and a Small Business Enterprise (SBE) Price Preference Affirmative Procurement Initiative was applied. JBT committed to the highest SBE participation at 17.60%. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of \$325,000 provided in Section 287.017, Florida Statutes, on a consent agenda. This Contract exceeds the threshold amount and must be approved on the regular agenda. Countywide (AH)

Background and Policy Issues: The BHS provides for the sortation and conveyance of checked baggage from the ticket counters to baggage makeup areas for pick up by the airlines. The CBIS, as part of the BHS, begins when bags are diverted from the infeed mainline conveyor for inspection and ends when bags are merged back onto the outbound mainline conveyor for delivery to the airlines for transport. When bags are alarmed by the screening equipment they are sent to the CBRA room for further investigation by the TSA prior to processing to the airline for transport. The BHS also provides for the delivery of baggage to carousels for passenger pick up.

- Attachments:**
- 1. Contract (3 - originals)
 - 2. Budget Transfer

Recommended By: Laura Bulva 1-13-23
Department Director Date

Approved By: J. Baker 1/31/23
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
Capital Expenditures	<u>\$945,000</u>	<u>\$13,650</u>			
Operating Costs	<u>\$998,054</u>	<u>\$1,732,620</u>	<u>\$728,374</u>		
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	<u><u>\$1,943,054</u></u>	<u><u>\$1,746,270</u></u>	<u><u>\$728,374</u></u>	<u><u>\$-0-</u></u>	<u><u>\$-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

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

Budget Account No: Fund 4100 Department 120 Unit 2547 Object 4180, 4620, 4623
Fund 4111 Department 121 Unit A433 Object 6505
Reporting Category

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

A transfer from Reserves in the amount of \$295,000 is being requested. This project is partially funded in the current year's budget.

The initial term of the Contact commences on February 28, 2023, and ends on February 27, 2025. For FY2023, the fiscal impact analysis assumes \$893,054.42 in operating costs at the monthly rate established for Contract Year 1 for 7 months and special project work in the amount of \$105,000 for 7 months; and capital improvement expenditures of \$945,000.


For FY2024, the fiscal impact analysis assumes \$1,732,619.64 in operating costs, which includes \$1,552,619.64 in operations and maintenance costs for 5 months at the monthly rate established for Contract Year 1 and 7 months at the monthly rate for established for Contract Year 2 and special project work in the amount of \$180,000 for 12 months; and capital expenditures in the amount of \$13,650.

For FY2025, the fiscal impact analysis assumes \$728,374.02 in operating costs, which includes \$653,374.02 in operating and maintenance costs for 5 months at the monthly rate established for Contract Year 2 and special project work in the amount of \$75,000 for 5 months.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

 1/18/2023
 MG 1/17 OFMB gfk/11/17

[Signature]
Contract Dev. and Control
1/25/23

B. Legal Sufficiency:

Anne Delgant 1/30/23
Assistant County Attorney

C. Other Department Review:

Department Director

REVISÉD 11/17

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

23-0315

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Advantage Document Numbers
BGRV:
BGEX: 121-010923*0637

FUND 4111 Airport Improvement & Development Fund

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED As of 01/09/23	REMAINING BALANCE
REVENUES/EXPENDITURES								
121-A433-6505	Design/ Eng/ Mgmt - CIP Admin	650,000	650,000	295,000	0	945,000	0	945,000
121-A900-9909	Reserves Improvement Program	30,976,327	29,495,479	0	295,000	29,200,479	0	29,200,479
Total Receipts and Balances		187,285,160	183,183,617	295,000	295,000	183,183,617		

Signatures & Dates

By Board of County Commissioners
At Meeting of

Office of Financial Management & Budget

INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Kenneth J. Hall 1/9/23
Lise M. ... 1/18/2023

Tuesday, February 7, 2023

Deputy Clerk to the

Board of County Commissioners



Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00002028	John Bean Technologies Corporation (JBT)	Modified	Compliant					23-015/MD	Operation and Maintenance of Baggage Handling Systems at Palm Beach International Airport
		A+g , XV	Zurich American Insurance Company	BAP017641508	7/31/2022	7/31/2023	Auto Liability		
		A++g , XV	ACE Property and Casualty Insurance Company	XEUG71819711003	7/31/2022	7/31/2023	Excess Liability		
		A+g , XV	Zurich American Insurance Company	GLO017641608	7/31/2022	7/31/2023	General Liability		
		A+g , XV	American Zurich Insurance Company	WC017641708	7/31/2022	7/31/2023	Workers Comp		
		A+g , XV	Zurich American Insurance Company	WC017641808	7/31/2022	7/31/2023	Workers Comp		

Risk Profile : Standard - General Services-AOA
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

**CONTRACT FOR
OPERATION AND MAINTENANCE OF BAGGAGE HANDLING
SYSTEMS AT PALM BEACH INTERNATIONAL AIRPORT
(Contract No. 23-015/MD)**

This Contract No. 23-015/MD is made as of this _____ day of _____, 2023, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and John Bean Technologies Corporation, 1805 West 2550 South, Ogden, Utah 84401, a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to operate, maintain, and repair all inbound, outbound automated Checked Baggage Inspection System/Checked Baggage Reconciliation Areas (CBIS/CBRA) and manual sortation Baggage Handling Systems (BHS) for the Department of Airports in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated November 15, 2022, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Shawna Larose, Director of Airport Properties, telephone number (561) 471-7472 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Frank Moore, President/General Manager, telephone number (801) 629-3264.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFP No. 23-015/MD and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONTRACTOR's proposal dated November 15, 2022; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on February 28, 2023, and complete all services by February 27, 2025, with three (3) one (1) year options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all maintenance services, subcontracted work, reimbursable parts/materials, and special project work shall not exceed a total contract amount of Four Million Four Hundred Seventeen Thousand Six Hundred Ninety-Eight Dollars and Seven Cents (\$4,417,698.07), comprised of the following annual not-to-exceed amounts:

For the performance of operation and maintenance of the BHS, the CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set for in Exhibit B. The total amount to be paid by the COUNTY under this Contract for operations and maintenance shall not exceed Three Million Ninety-Nine Thousand Forty-Eight Dollars and Seven Cents (\$3,099,048.07).

The total amount to be paid by the COUNTY under this Contract for Special Project Work, subcontracted/support work, parts or materials, and upgrade for the software/hardware shall not exceed One Million Three Hundred Eighteen Thousand Six Hundred Fifty Dollars and No Cents (\$1,318,650.00) and as indicated below.

The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached.

- B. For the hours performed by the CONTRACTOR for Special Project Work per the Scope of Work/Services approved by the COUNTY, the CONTRACTOR will invoice the COUNTY at the hourly rates as set forth in Exhibit B. All requests for payment of such hours shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work/Services described in this Contract.
- C. For the hours performed by the CONTRACTOR for subcontracted/support work approved by the COUNTY, the CONTRACTOR will invoice the COUNTY at the CONTRACTOR's subcontractor's fee plus the percentage markup set forth in Exhibit B. Invoices shall clearly indicate the nature of the work, the total price, and the system in which it was used.
- D. The CONTRACTOR shall separately invoice the COUNTY for any parts or materials authorized by the COUNTY supplied by the CONTRACTOR as provided in the Scope of Work/Services. Invoices shall include the original manufacturer or vendor invoice for such parts and materials in addition to any other documentation requested by the COUNTY necessary to evidence the costs incurred by the CONTRACTOR.

- E. Invoices shall be at the CONTRACTOR's purchase price, plus the percentage markup set forth in Exhibit B. Invoices shall clearly indicate the nature of the part (by part number), the unit, the total price, and the system in which it was used.
- F. The CONTRACTOR shall separately invoice the COUNTY for any upgrade for software/hardware or materials authorized by the COUNTY supplied by the CONTRACTOR as provided in the Scope of Work/Services.

Invoices shall be at the CONTRACTOR's upgrade cost plus the percentage markup set forth in Exhibit B. Invoices shall clearly indicate the nature of the part (by part number), the unit, the total price, and the system in which it was used.

- G. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Invoices shall be submitted to the COUNTY's representative within sixty (60) days of the date work was performed. Invoices older than sixty (60) days may be rejected by COUNTY. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- H. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O.BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix B, Business Information Page, of Exhibit B, CONTRACTOR's proposal must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- I. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.
- J. In order to do business with Palm Beach County, CONTRACTORS are required to create a Vendor Registration Account OR activate an existing Vendor

Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONTRACTOR intends to use subcontractors/subconsultants, CONTRACTOR must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/subcontractor agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR and all of its subcontractors/subconsultants are registered in VSS.

ARTICLE 5 - 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, F.S., in the same manner as a second degree misdemeanor.

ARTICLE 6 - PERFORMANCE BOND

The CONTRACTOR shall furnish, to the COUNTY, a Performance Bond or Clean Irrevocable Letter of Credit for one hundred (100%) of the Contract amount, prior to commencement of work, and shall keep the same in full force and effect during the entire term of this Contract.

The CONTRACTOR shall furnish a Performance Bond in a form and format satisfactory to the COUNTY as security for the faithful performance of the Contract, resulting from the award of RFP No. 23-015/MD and for the payment of all costs incurred by the COUNTY to obtain a replacement contract, in the event the CONTRACTOR fails to perform as required under the Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the CONTRACTOR's failure to perform the Contract whether direct, indirect, actual, consequential, or incidental, and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Beach County Department of Airports or the COUNTY's staff. In addition, the Performance Bond shall fully comply with the COUNTY's requirements and format as set forth in Palm Beach County PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance Bond is to ensure the faithful performance of all the requirements of the Contract (RFP No. 23-015/MD), and to save, defend, indemnify, and hold harmless the COUNTY from any and all damages, costs, fees, and expenses either directly or indirectly

arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity, as issued by the United States Department of Treasury under 31.U.S.C., sections 9304 through 9308. The CONTRACTOR shall verify with the COUNTY, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The CONTRACTOR must furnish the executed Bond prior to the COUNTY's approval of Contract.

A cashier's check or Letter of Credit, from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of a Letter of Credit shall be substantially the same as that required of the Performance Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the COUNTY's requirements set forth in Palm Beach County PPM #CW-F-055; and, the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the RFP and PPM #CW-F-055, the latter shall control.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 7 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 8 - TERMINATION

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY

to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.

- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.
- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:
 - 1. Stop work on the date and to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit B, CONTRACTOR's proposal, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK

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

The fees are as follows: Criminal history check and fingerprinting - \$40.00 (company check, credit card or money order only). Annual badge fee - \$15.00. Recurrent background check every two (2) years \$40.00. Lost badge replacement - \$100.00. Non-Returned badges fee \$100.00. The fees may be amended from time to time. Call the PBI Security Office at (561) 471-7481 for the current fee schedule. The CONTRACTOR shall be responsible for these fees. In addition, all badges must be returned to the Department of Airports, Security Office upon termination of services or removal of any employees due to security violations. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all "persons" meaning an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity.

1. The CONTRACTOR, its subcontractors, and all their employees shall be subject to all rules, regulations, policies and procedures pertaining to security at Palm Beach International Airport (see web location below). Any violation or disregard for rules, regulations or policies may be cause for immediate termination.
http://palmbeach.fl.elaws.us/code/coor_apxid333568_apxb
2. All personnel, vehicles, materials, tools, packages, etc., brought onto and/or removed from Airport property may be subject to inspection by a Security Officer. Firearms, explosives, and prohibited items defined by The Department of Homeland Security shall NOT be brought onto the Airport's property. **VIOLATORS WILL BE PROSECUTED.**
3. All CONTRACTOR's employees shall have in their possession a valid security badge with the Escort designation. The CONTRACTOR shall be responsible for, at its own expense, obtaining proper security clearance, fingerprinting, training,

badges required to access the restricted areas of the airport including the Air Operations Area (AOA), Security Identification Display Area (SIDA), Identification badges issued by the Airport must be visibly worn at all times while in the SIDA. The CONTRACTOR's employees, including new hires, must be legal to work in the United States. The CONTRACTOR shall confirm citizenship of all foreign-born employees and alien numbers (Green Card), if not US citizen. PBI Security Office is located on level two in the main terminal facility (561-471-7481).

ARTICLE 11 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONTRACTOR uses subcontractors, CONTRACTOR must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.
- B. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 12 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE - PENALTIES

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;

- Suspension or debarment of CONTRACTOR from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The CONTRACTOR must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 12 is a material breach of this Contract.

- CONTRACTOR shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONTRACTOR shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONTRACTOR. In the event of a disputed invoice, the CONTRACTOR shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- CONTRACTOR must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONTRACTOR agrees to pay its subcontractors/suconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, CONTRACTOR shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONTRACTOR's records and interview subcontractors/subconsultants.

Failure to comply with this Article 12 is a material breach of this Contract.

ARTICLE 13 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

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

ARTICLE 14 - AVAILABILITY OF FUNDS

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

ARTICLE 15 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Megan Davis, Buyer, until otherwise notified by the COUNTY.

The CONTRACTOR shall maintain at its sole expense, in force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$5,000,000** Each Occurrence, **\$10,000,000** Aggregate. CONTRACTOR agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Premises/Operations, Personal Injury, Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage (if applicable), Contractual Liability, Cross Liability or Severability of Interests.
- B. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$5,000,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONTRACTOR

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.

- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 - DX
Duluth, GA 30096

- G. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under the Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance,

including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 16 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 18 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.

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 CONTRACTOR.

ARTICLE 19 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance

or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 20 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

ARTICLE 21 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR 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 CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the

work, and in all respects the CONTRACTOR'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.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 24 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 25 - PUBLIC RECORDS, ACCESS AND AUDITS

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

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. 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 CONTRACTOR 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.

- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR 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 CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to 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.

CONTRACTOR 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 CONTRACTOR to comply with the requirements of this Article, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'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.

ARTICLE 26 - NON-DISCRIMINATION

A. Employer Non-Discrimination

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

B. Commercial Non-Discrimination

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

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this

Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 30 - SCRUTINIZED COMPANIES

- A. As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract 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. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 31 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion

date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 32 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Laura Beebe, Director
Palm Beach County Department of Airports
846 8th Street
West Palm Beach, FL 33406

If sent to the CONTRACTOR, notices shall be addressed to:

Frank Moore, President / General Manager
John Bean Technologies Corporation
1805 West 2550 South
Ogen, Utah 84401

ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 31 - Modifications of Work.

ARTICLE 34 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 34 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 35 - E-VERIFY – EMPLOYMENT ELIGIBILITY

CONTRACTOR warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov) and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

ARTICLE 36 - FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees as follows:

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

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

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Contract, CONTRACTOR, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. CONTRACTOR for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that CONTRACTOR will use the CONTRACTOR Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Lease and to enter or re-enter and repossess the CONTRACTOR Premises and any License Area and the facilities thereon, and hold the same as if this Contract had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

CONTRACTOR for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the CONTRACTOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. In the event of breach of any of the above nondiscrimination covenants, COUNTY will have the right to terminate this Contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Contract had never been made or issued.

E. General Civil Rights Provision.

CONTRACTOR agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If CONTRACTOR transfers its obligation to another, the transferee is obligated in the same manner as CONTRACTOR. This provision obligates CONTRACTOR for the period during which the property is owned, used or possessed by CONTRACTOR and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

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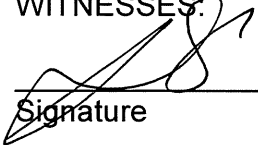
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

WITNESSES.


Signature


CONTRACTOR:
John Bean Technologies Corporation
Company Name

SUZY STEDDEN

Name (type or print)

By: Frank Moore

Signature



Signature

Frank Moore

Typed Name

JBT APS Controller

Name (type or print)

President / General Manager

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: Anne Delmont

County Attorney

By: Laura Beebe

Laura Beebe, Director of Airports

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 23-015/MD

1. PURPOSE OF THE PROJECT

CONTRACTOR shall operate, maintain, and repair all inbound and outbound automated Checked Baggage Inspection Systems/Checked Baggage Reconciliation Areas (CBIS/CBRA) and manual sortation Baggage Handling Systems (BHS) and their related equipment at Palm Beach International Airport (PBI).

2. GENERAL INFORMATION

The outbound baggage handling system is a fully automated in-line Transportation Security Administration (TSA) Planning Guideline and Design Standards Checked Baggage Handling System (CBHS) and (CBRA) integrated with new ticketing counters and post screening baggage sortation systems. Also included in the project scope is the Inbound Baggage Handling System (IBHS) and the Federal Inspection Station (FIS).

3. HISTORY AND BACKGROUND

The CBIS/CBRA in-line baggage handling system was installed at PBI in 2015. The upper level control system that is responsible for live baggage handling control is due to be refreshed in year one (1) of the Contract. CONTRACTOR shall be responsible for providing oversight and escorting of the sole source subcontractor, Brock Solutions, and the tasks labeled "PBI" in the Scope of Work/Services in Attachment A. The airport is open twenty-four (24) hours a day, seven (7) days per week. The terminal concourses are open approximately eighteen (18) hours per day, seven (7) days a week with primary operations estimated from 05:00 a.m. until 11:00 p.m.

4. CONTRACTOR GENERAL REQUIREMENTS

The CONTRACTOR shall be responsible for the following:

- A. Palm Beach County Department of Airports (DOA) requires the CONTRACTOR to incorporate the best business practices in terms of employment methods and labor relations.
- B. The assigned labor shall be stationed at PBI in specific areas designated by the DOA. By arrangement between the DOA and the CONTRACTOR, appropriate and designated staffing on a "will-call" basis shall be established.

- C. The DOA reserves the right to request the CONTRACTOR remove any of the CONTRACTOR's employee(s) should the employee(s) behavior, credentials or licensing not meet the requirements of the DOA.
- D. The CONTRACTOR shall provide each employee a uniform that will be subject to the DOA approval. The CONTRACTOR's uniform shall have a company logo and employee's name clearly visible on the uniform. All employees of the CONTRACTOR shall be professional in appearance, maintain a high level of ethics, workmanship and collaboration.
- E. All employees must pass a comprehensive background check in accordance with all PBIA badging requirements, rules, regulations and policies, as may be amended.
- F. The CONTRACTOR shall hire and maintain a minimum staffing level as outlined in the Key Staff Requirements section to complete all service requirements in this Scope of Work/Services, including management, skilled, technical, and general labor to properly and adequately operate and maintain the equipment. The DOA shall, at its sole discretion, have the final authority to adjust staffing levels.
- G. CONTRACTOR shall temporarily increase or decrease the Maintenance Technician Apprentice positions provided in Section 5.F as needed, at the request of the COUNTY, with ten (10) days' written notice to the CONTRACTOR. The monthly maintenance fee payable by the COUNTY to the CONTRACTOR shall be increased or decreased by the Fully-Burdened Hourly Rate for Maintenance Technician Apprentice positions, as provided in Appendix A, Price Proposal Pages.
- H. All CONTRACTOR personnel shall be fluent in speaking, reading, and writing the English language.

5. **KEY STAFF REQUIREMENTS**

The following Key Staff are required:

- A. Operation and Maintenance Manager
 - 1. The CONTRACTOR shall maintain a full-time Operation and Maintenance (O & M) Manager who shall be responsible for overseeing and directing all O & M services. The O & M Manager shall be available and on site at all times, during normal business hours, available during emergencies and must attend all regularly scheduled or on demand meetings with the DOA or airlines to discuss the operation and maintenance of the CBIS/CBRA/BHS systems. The O & M Manager shall be in charge of, and have overall responsibility for, the work to be carried out in this Scope of Work/Services and as

such shall devote their time exclusively to this task. The O & M Manager shall have a minimum of five (5) years experience with successfully managing the specified services and shall possess an Engineering, Architecture, Construction degree or equivalent education and experience as their primary profession. In addition, the O & M Manager's background must include significant experience in managing critical facilities maintenance services in an environment similar to PBIA. The O & M Manager shall be available for calls twenty-four (24) hours a day, seven (7) days a week. The O & M Manager shall possess the necessary computer skills required to perform trending, queries and analysis of the maintained systems performance histories and have in-depth computer skills, including the ability to receive and send email, and have basic spreadsheet, word processing, and database skills. Proficiency with MS office applications and the ability to create spreadsheets/reports, personnel training and managing personnel is also required. The COUNTY shall have the right to approve the individuals whom the CONTRACTOR intends to hire to fill the position of O & M Manager (regardless of the title given for such position by the CONTRACTOR). Such approval shall not be unreasonably withheld. The O & M Manager shall have overall supervision and management over the daily operations, direct all employees in the maintenance of baggage handling systems, ensures appropriate staffing levels, direct contact for customer service issues, manage exceptional/emergency situations, communicate with the DOA, airlines and TSA, perform and/or supervise administrative work, and all other tasks as required to perform the requirements of this Scope of Work/Services. This position shall be exclusively assigned to the COUNTY, for the performance of services hereunder and shall not be reassigned without prior written approval of the DOA. Such approval shall not be unreasonably withheld.

2. The O & M Manager is responsible for the administration of all the functions required to manage the operation and maintenance activities effectively, including, but not limited to:
 - a. Developing and updating staffing level plans;
 - b. Supervising and managing clerical support;
 - c. Payroll and benefits administration;
 - d. Personnel Administration and training;
 - e. Safety;

- f. Financial reporting;
- g. Maintenance scheduling;
- h. CBIS/CBRA/BHS Control Room operations/staffing;
- i. Managing all personnel;
- j. Inventory Management including:
 - i. Interface with the DOA and the manufacturers of the CBIS/CBRA/BHS for reimbursement of spare parts and labor under warranty, if any;
 - ii. Track the warranty period for all components, labor hours for repairs and cost; and
 - iii. Coordinate with the DOA for any reimbursement of labor;
- k. Operate and maintain the Management Information System (MIS) and the Maintenance Diagnostics System (MDS);
- l. Provide, maintain, store and track all spare part inventory under periodic auditing by the DOA. This includes the ability to purchase, receive, inventory and reconcile usage of an adequate level of spare parts and materials used with a CMMS for control and preventative maintenance scheduling;
- m. Coordinate down system contingency planning and failure protocols with the DOA;
- n. Prepare and submit daily and weekly reports, monthly and annual summary reports regarding the performance, operational and maintenance status of the CBIS/CBRA/BHS systems;
- o. Provide short and long term maintenance, repair and replacement schedules and required budget for the complete system. Specifically one (1), three (3) and five (5) year Capital replacements;
- p. Prepare and maintain budget including but not limited to: capital equipment, capital projects and annual operating budget; and
- q. Act as liaison with COUNTY on all Contract matters.

B. Assistant Operation and Maintenance Manager

The CONTRACTOR shall hire and maintain a minimum of one (1) Assistant O & M Manager who: a) shall be capable of filling in for the

O & M Manager upon his/her absence; b) competent in overseeing the same skill set as the O & M Manager, with a minimum of five (5) years experience with proven skills managing the specified services in addition to administrative tasks such as statistical reporting, management of the Computerized Maintenance Management System (CMMS) and work order coordination; and c) shall report to the O & M Manager. Lead Journeyman Electrical Technician

The CONTRACTOR shall hire and maintain one (1) full time Lead Journeyman Electrical Technician licensed in the State of Florida, who shall be responsible for electrical maintenance activities related to the CBIS/CBRA/BHS and will report directly to the O & M Manager. The Lead Journeyman Electrical Technician shall have a minimum three (3) years experience in an airport environment of similar size and capacity as PBIA. They must also display mechanical and electrical aptitude and strong skills and experience with industrial control devices. Responsibilities include, but are not limited to, maintenance and repair of all electrical, mechanical, and control devices, equipment, and components associated with the baggage handling system, including controls, program logic controllers (PLCs), scanner systems, etc. In addition, the Lead Journeyman Electrical Technician shall be competent and versed in the operation and maintenance of all equipment and systems specified in this Scope of Work/Services. The Lead Journeyman Electrical Technician shall have excellent leadership, troubleshooting, and problem solving skills. The Lead Journeyman Electrical Technician shall be responsible for the maintenance services of all equipment and services specified herein from the main equipment disconnect to the end device.

C. Lead Maintenance Technician

The CONTRACTOR shall hire and maintain a minimum of one (1) Lead Maintenance Technician per shift on duty at all times. The Lead Maintenance Technician will be responsible for maintenance activities on their assigned shift and will report directly to the O & M Manager. The Lead Maintenance Technician shall have a minimum three (3) years' experience in an airport environment of similar size and capacity as PBIA and be fully competent and versed in the operation and maintenance of all equipment and systems specified in this Scope of Work/Services, as well as operate, maintain, troubleshoot and repair the mechanical, electrical, and control systems related to the baggage handling systems. The Lead Maintenance Technician shall have excellent leadership, troubleshooting, and problem solving skills. The Lead Maintenance Technician shall be responsible for the maintenance services for all equipment and systems specified in this Scope of Work/Services from the main equipment disconnect to the end device.

D. Maintenance Technician

The CONTRACTOR shall hire and maintain a minimum of one (1) Maintenance Technician per shift on duty at all times. An individual in this position shall be fully competent and versed in the operation and maintenance of all equipment and systems specified in this Scope of Work/Services. An individual in this position shall have excellent maintenance, troubleshooting, and problem solving skills. These individuals shall be able to provide maintenance services for all equipment and systems specified in this Scope of Work/Services from the main equipment disconnect to the end device. These individuals shall have the following qualifications and skill sets: electrical competency, mechanical competency, welding, fabrication, and general mechanical and electrical troubleshooting/problem solving skills. The Technician shall report to the Lead Maintenance Technician.

E. Maintenance Technician Apprentice

The CONTRACTOR shall hire and maintain a minimum of one (1) Maintenance Technician Apprentice per shift on duty at all times. The Maintenance Technician Apprentice position shall serve as a learning position under the supervision of the Maintenance Technician. This position shall have basic electrical, mechanical, and troubleshooting skills and shall be fluent in speaking, reading, and writing the English language. The Maintenance Technician Apprentice shall assist the Maintenance Technician and perform general duties as assigned. The DOA will have final approval on the graduation of Maintenance Technician Apprentice to Maintenance Technician. The Maintenance Technician Apprentice shall support the Manual Encoder Operation while the system is active. This position shall also be assigned to scan, identify and assign bags to the proper sort location for all bags that arrive at the Manual Encoder Station. The Maintenance Technician Apprentice shall assist the Operation and Maintenance group with housekeeping, clearing baggage jams, resetting security routing failures, and other minor faults of the BHS.

F. Control Room Operator/Dispatcher

The CONTRACTOR shall hire and maintain a minimum of one (1) Control Room Operator/Dispatcher on duty at all times when system is in operation. The Control Room Operator/Dispatcher shall have a minimum of one (1) year experience with computerized systems and demonstrate the ability to read various screens and interpret system conditions and status. The Control Room Operator/Dispatcher shall monitor the operational status of the CBIS/CBRA/BHS system from the CBIS/CBRA/BHS Control Room and receive calls and requests at all

hours of the operational day. The Control Room Operator's duties include, but are not limited to:

1. Alerting maintenance personnel through radio communications of faults or failures and dispatch them to the appropriate location;
2. Coordinating with Airport Operations Center regarding notification of CBIS/CBRA/BHS service interruptions, faults and other incidents that impact availability including notification of Airport Operations Center when full CBIS/CBRA/BHS services are restored;
3. Coordinating with airlines and TSA regarding CBIS/CBRA/BHS service interruptions and service restorations;
4. Monitoring system balancing;
5. Monitoring make-up assignments for the user airlines;
6. Analyzing CBIS/CBRA/BHS operational decisions, initiating and coordinating implementation of any backup/fallback procedures necessary to facilitate continued operations (e.g., choosing alternative routings via reversible conveyors, initiating use of fallback tags, coordination with other airlines, etc.); and
7. Ensuring smooth daily startups by reviewing startup checklists and procedures.

The operation staff assigned to the CBIS/CBRA/BHS Control Room will be required to perform specific tasks. These tasks are defined as: a) Daily Tasks, and b) Regularly Scheduled Non-Daily Tasks. The following list along with the CBIS/CBRA/BHS original equipment manufacturer (OEM) manufacturer's recommendations, as referenced in the approved CBIS/CBRA/BHS manufacturer's operation and maintenance manuals, shall be used as minimum requirements for the task assignments for the CBIS/CBRA/BHS Control Room staff.

1. Daily Tasks:
 - a. Log onto the User interface workstation;
 - b. Verify, via the MDS, that there are no devices in an alarm state or condition that will prevent the CBIS/CBRA/BHS conveyors from starting or contact maintenance operations to correct any conditions that may prevent system start-up;

- c. Verify, via the MDS, that all communication links are running and operational (Host/Message Broker BSM, PLCs, etc.);
 - d. Monitor the MDS for any visual and audible alerts, and notify maintenance operations of identifying conditions that may need correction;
 - e. Coordinate and communicate with users and the maintenance operations as required for baggage tub management, ensuring availability at load points at all times;
 - f. Print End-of-Shift reports, log and file;
 - g. Operator Log-Off;
 - h. Fully advise next shift of current conditions and relevant issues, as required;
 - i. Ensure that all previous "End of Day" tasks have been completed;
 - j. Ensure that the maintenance staff has satisfactorily completed and logged all scheduled preventative maintenance (PM) duties;
 - k. Ensure that all daily System Backups have been successfully completed;
 - l. Collect, log and file all "End of Day" reports that had been printed during the nightly "End of Day" processing. (all shifts);
 - m. Ensure all operational areas are properly maintained and clear of trash and/or debris; and
 - n. Print, distribute and file daily reports.
2. Regularly Scheduled Non-Daily Tasks:
- a. Retrieve and file all Alarm Log Reports from all Alarm Printers;
 - b. Support airline requests in retrieving, scanning data during CBIS/CBRA/BHS failures or for specific fail to load baggage; and
 - c. Perform regular PM of Control Room equipment (e.g., clean/dust computer areas and inside and outside of cabinets, check cables, clean or replace computer air filters, etc.).

CONTRACTOR shall provide relief personnel as necessary and/or work overtime as necessary at no additional cost to the COUNTY to ensure that the routine services are performed as required. Minimum daily and weekly routine services hours shall be maintained at all times. CONTRACTOR shall provide for each vacant position a competent replacement that has the authority to carry out the terms and provisions of the Contract.

6. MAINTENANCE SERVICES

- A. The CONTRACTOR will perform maintenance activities on a twenty-four (24) hour per day, seven (7) days per week schedule, including all holidays. The CONTRACTOR shall, in coordination with the DOA, provide additional staffing during peak travel periods inclusive of all holidays and special events in and around the West Palm Beach, FL metropolitan area.
- B. Maintenance activities shall be conducted in a manner that will be non-disruptive to all airline and Airport activities and functions. It is expected that all operational and maintenance activities will be coordinated with the DOA, and effectively communicated in the best and most efficient manner by the CONTRACTOR.
- C. Maintenance practices shall support all performance and key deliverable levels exceeding 97.5%, excluding Maintenance Service Window (MSW).
- D. The CONTRACTOR shall comply with all manufacturers' warranty, operational and preventive maintenance requirements, provisions, and specifications for each process and the associated equipment identified in Attachment C, PBIA Operation and Maintenance Manual. All operational and maintenance work assigned and accomplished shall be documented in a manner directed by the DOA. All documentation shall be made available, submitted and reviewed by the DOA.
- E. For all forms of equipment and services listed in the Scope of Work/Services, the CONTRACTOR shall be responsible for performing the following maintenance services at the direction of the DOA:
 - 1. Preventive Maintenance: The CONTRACTOR shall perform all preventative maintenance requirements established by the DOA and system manufacturer. Preventative Maintenance actions and schedules shall be recorded and tracked by the CONTRACTOR's CMMS work order system. The CONTRACTOR is responsible for completing the paperwork associated with each work order.
 - 2. Reactive Maintenance: Reactive Maintenance shall include, but not be limited to: a) emergency calls, b) requests, c) fault monitoring indicators, and d) the DOA generated work orders and requests.

Reactive maintenance shall be recorded and tracked by the CONTRACTOR through a CMMS work order system.

3. Maintenance Inspections: The CONTRACTOR shall perform daily, weekly, monthly, quarterly, semi-annual, and annual inspections established by the DOA as outlined in Attachment B, Preventative Maintenance and Inspection Checklist. Maintenance Inspection requirements and schedules shall be recorded and tracked by the CONTRACTOR through CMMS work orders. CONTRACTOR, in coordination with the DOA, shall perform such additional inspections as required by circumstance, warranty requirements or at the sole direction of the DOA.
4. Maintenance Reporting: The DOA will, from time to time, designate maintenance reporting requirements and frequencies. The CONTRACTOR shall generate designated/requested reports in compliance with the frequencies and formats determined by the DOA.
5. The CONTRACTOR shall be responsible for all troubleshooting and problem solving situations involved for all equipment and systems specified in this Scope of Work/Services.
6. The CONTRACTOR shall provide a rapid response to emergency repair requirements.
7. For the CBIS/CBRA/BHS systems specified in this Scope of Work/Services, the CONTRACTOR shall maintain a monthly Preventative Maintenance Completion Rate of 97%, or higher. The Preventative Maintenance Completion rate is calculated as follows:

$$\frac{\text{Completed Preventative Maintenance Work Orders}}{\text{Scheduled Preventative Maintenance Work Orders}}$$

Example: 44 completed PM's/45 Scheduled PM's = 98%

8. The CONTRACTOR shall be responsible for performing all other maintenance actions instructed through a CMMS verbally or in writing via e-mail or text message by the DOA.

7. **MAINTENANCE REQUIREMENTS**

- A. The CONTRACTOR shall operate and maintain all mechanical and electrical components of the inbound and outbound BHS, including, but not limited to, all drive motors, controls, belts, sensors, carousels, overhead security doors and all other related components of the BHS.

- B. The CONTRACTOR shall provide adequate staffing to clear, reset, and investigate all faults detected, including, but not limited to, jams, emergency stops, power outages, and overloads throughout the baggage conveyor system within two (2) minutes of detection.
- C. The CONTRACTOR shall comply with the warranty and preventive maintenance requirements on all manufacturers' specifications for each item of the BHS.
- D. Fourteen (14) days prior to the start of the Contract, CONTRACTOR shall develop an operations and maintenance safety plan, which is specific to the CBIS/CBRA/BHS, which shall be subject to review and approval of the DOA before implementation. The DOA may require the operations and maintenance safety plan to be updated from time to time and the update(s) shall be subject to DOA approval.
- E. The CONTRACTOR shall maintain and repair the overhead walkways on the conveyor system, and perform cleaning of all floors, drip pans and drains on a weekly basis.
- F. The CONTRACTOR shall maintain all areas of the bag makeup area, including all immediate work areas, and common areas. All areas shall be kept clean and clear of all debris and shall be made and kept presentable at all times. This includes all equipment repaired or serviced by the CONTRACTOR.
- G. The CONTRACTOR shall maintain and repair electrical conduit and equipment of the BHS, as required.
- H. The CONTRACTOR shall provide other related services as required or requested by the DOA.

8. **OPERATIONAL REQUIREMENTS**

- A. The CONTRACTOR shall perform a pre-start check one (1) hour prior to anticipated airline use and a complete operational system check.
- B. The CONTRACTOR shall be responsible for coordinating a response to all jams and faults that occur in the CBIS/CBRA/BHS. All jams and faults must have an initial response time under two (2) minutes.
- C. A physical walk-through of the inside of bag makeup carousels and all conveyor systems shall be performed at the conclusion of the evening operation to check for dormant/lost bags in the system.

9. RESPONSE TIME LIQUIDATED DAMAGES

A deduction for failure to achieve the required performance levels as specified shall be assessed as follows:

In the event a system or subsystem is down for a time exceeding fifteen (15) minutes due to the CONTRACTOR's failure to repair or maintain a system or subsystem as required by the Contract, or CONTRACTOR's failure to timely respond in accordance with the requirements of the Contract, the CONTRACTOR shall be assessed damages of \$100 per instance and assessed additional damages of \$100 per hour for every hour or portion of an hour that the system is out of service. Any damages assessed shall be deducted from the CONTRACTOR's monthly payment.

In addition, to any and all monetary damages that shall be assessed as a result of the CONTRACTOR's failure to meet performance requirements specified in this Scope of Work/Services, the CONTRACTOR shall provide at their sole expense any and all manpower required to manually expedite bags from counter, systems, subsystems or sort piers, as necessary.

10. DETAILED SCOPE OF WORK

In addition to the requirements outlined in **Section 4, CONTRACTOR GENERAL REQUIREMENTS**, the CONTRACTOR shall be responsible for the following:

- A. Availability: The reliability of each subsystem shall be measured in terms of availability of each subsystem. The availability of each subsystem is determined from the following definitions and formulas.
 - 1. Failure: A failure is defined as any malfunction of a subsystem component assembly or subassembly which stops normal operations. A failure shall be charged against only one (1) subsystem which causes that failure, except that if a system that has another system leading into it should fail, both systems shall be considered out of service. If the lead system can be bypassed such that the function of the trailing system can be restored, the trailing system would not be considered out of service.

The following shall not be classified as failures:

- a. Malfunctions due to causes outside the subsystem such as sabotage, general power outages, etc.;
- b. Malfunctions due to baggage jams not caused by failure of a subsystem component, assembly or subassembly;

- c. Malfunctions due to products or services outside the control of the CONTRACTOR;
 - d. Damage from vehicle traffic such as tugs, carts, etc.;
 - e. Incipient failures that are detected and repaired without affecting normal operation of the subsystem;
 - f. Malfunction of one (1) of a redundant computer pair where the repair time does not affect normal operation of the system or subsystem;
 - g. A malfunction of a portion of the subsystem that degrades but does not completely stop operation (i.e. sortation); or
 - h. Malfunction of in-line screening device (ISD) equipment in the CBIS/CBRA/BHS System.
- B. Scheduled Operating Time (ST): The scheduled time that the subsystem is available for baggage processing (normally twenty-four (24) hours per day).
- C. Repair Time (RT): The interval of time between initiation of repairs and return of the Subsystem for operation.
- D. Subsystem Availability (SA_x): Subsystem Availability is defined as follows:
- $$\text{Subsystem SA}_1 = \frac{(ST - RT)}{(ST)}$$
- E. The Repair Time (RT) factor for a particular subsystem must not exceed twenty-four (24) hours in a month. Downtime/repair time stops accumulating when DOA or its representative turns over the conveyor lines following the end of daily operations, and would only be calculated for downtime occurring during daily operating hours.
- F. System Availability (SA): System Availability is defined as follows:
- $$\text{System Availability SA} = \frac{SA_1 + SA_2 + SA_3 \dots \text{etc.}}{\text{Total number of subsystems}}$$
- H. The system shall maintain an average SA_x of not less than 0.995 (99.5%) calculated on a monthly basis.

11. SORTATION ACCURACY

The CONTRACTOR shall maintain all tracking devices (encoders, programmable logic controllers, computer system databases, etc.) in such proper order to achieve continuous sortation accuracy from an encoded position (automatic tag readers or manual encoding) of 95%, calculated on a monthly basis, for the total number of bags input into the baggage system. Sortation accuracy is defined as encoded baggage that is sorted correctly to the assigned pier. Baggage that is sorted to the incorrect pier is classified as a missort.

12. READ RATES

The automatic tag readers shall be maintained by the CONTRACTOR per the manufacturer's recommended procedures. Cleaning of individual read heads shall be performed as necessary. The minimum weekly average read rate maintained will be 95% successful reads of all ten (10) digit and four (4) digit city codes and two (2) digit pier tags. This figure does not apply to hand written tags or non-compliant tags that negatively impact actual read rates. Non-compliant tags shall include those that cannot be read due to their physical location on the baggage, which prevents the automated tag readers from being able to read the tag. Improper tag stock or poorly aligned tag print heads may also produce non-compliant tags. In order to comply with the successful read rate requirement for local originating bags, the CONTRACTOR shall conduct a test of the laser arrays every quarter.

13. TOOLS, EQUIPMENT AND CONSUMABLES

CONTRACTOR shall provide all parts, tools, consumables, and equipment necessary to operate and maintain the equipment and services specified in this Scope of Work/Services. The CONTRACTOR shall provide all equipment, including, but not limited to, lifts, office supplies, uniforms, communication devices, safety supplies, computers, software, consumable cleaning supplies, tools, fuel, vehicles including golf/utility carts, maintenance of vehicles, shipping, bonds, drug test, any fees associated with management of the contract or other technical miscellaneous fees needed to perform any duties associated with management of this Scope of Work/Services.

14. INVENTORY AND SPARE PARTS

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

- A. All parts and materials purchased for the COUNTY by the CONTRACTOR will be reimbursed according to APPENDIX A, Price Proposal Pages.
- B. The CONTRACTOR, in coordination with the DOA, shall have the means to procure, transport, receive, deliver, distribute and stock, and/or install those parts related to the equipment identified in this Scope of Work/Services. Parts and materials procured by the CONTRACTOR shall be of a quality and grade, and be in full compliance with manufacturer's established equipment design and industry practices.
- C. The CONTRACTOR shall securely store all parts on site.
- D. Attachment D, Parts List, to this contract is the manufacturer's spare parts list and system information.

15. PARTS AND MATERIAL ACQUISITION MARK UP

- A. CONTRACTOR shall be allowed to mark up parts and materials used for the repair and maintenance of the BHS subsequent to the following limitations:
 - 1. 0 - \$500.00 the markup shall not exceed 15%
 - 2. \$501.00 – \$5,000.00 the markup shall not exceed 10%
 - 3. \$5,001.00 and over the markup shall not exceed 5%
- B. The CONTRACTOR shall not artificially split purchases in order to receive a higher markup percentage.
- C. CONTRACTOR shall provide documentation of actual parts and material costs prior to reimbursement. This shall be done on a monthly basis. No reimbursement shall take place without proof of actual cost to the CONTRACTOR and description of items, including the original invoices for parts and materials.

16. EQUIPMENT OPERATIONS

- A. The CONTRACTOR will perform operational activities on a twenty-four (24) hour per day, seven (7) days per week schedule, including all holidays. The CONTRACTOR shall, in coordination with the DOA, provide additional staffing during peak travel periods inclusive of all holidays and special events in and around the West Palm Beach, FL metropolitan area.
- B. The CONTRACTOR shall, upon request of the DOA, provide staffing plans for the review and approval of the DOA. All staffing plans shall be submitted

and approved prior to initiation, well in advance of any major holiday and/or area event.

- C. Operational practices shall support all performance and key deliverable levels exceeding 97.5%, excluding Maintenance Service Window (MSW).
- D. The CONTRACTOR shall provide operational training to DOA staff, TSA staff, Contract handlers and Airline staff during normal business hours, or as directed by the DOA.

17. SUBCONTRACTING

The CONTRACTOR shall subcontract with sole source subcontractor Brock Solutions for the performance of the services identified in Attachment A within sixty (60) days of Contract award, unless other approved in writing by DOA.

The CONTRACTOR may subcontract for the following services subject to the prior written approval of the DOA Contract representative:

- A. The services for the equipment specified in this Scope of Work/Services.
- B. All communication and support services for the Virtual Private Network (VPN).

18. MISCELLANEOUS REQUIREMENTS

- A. The CONTRACTOR shall develop and implement an operations and maintenance safety plan which will be provided to DOA fourteen (14) days prior to the effective date of the Contract. This plan shall be subject to review and approval by the DOA Contract representative. The safety plan shall be inclusive of all TSA, OSHA, and industry practices, and, be kept on site at all times. CONTRACTOR staff will be trained in all aspects of the safety plan and provide evidence thereof at the request of the DOA.
- B. The CONTRACTOR shall report, in writing, to the DOA Contract representative all accidents arising out of, or in connection with, activities of CONTRACTOR, its employees, subcontractors, and representatives, which result in injury or property damage. The report shall include full details of the incident and witness statements. In addition, if death or serious injury occurs, the same shall be immediately reported by telephone to a designated DOA representative.
- C. Parking for the CONTRACTOR's employees and vehicles will be designated by the DOA. The CONTRACTOR is responsible for all costs associated with employee parking.

- D. The CONTRACTOR shall provide and maintain all company issued vehicle(s) at all times. From time to time, the DOA shall designate parking areas for these vehicles. The CONTRACTOR's vehicles shall have and be identified with the appropriate company logos and identification. Vehicles shall be insured in accordance with ARTICLE 15, Insurance Requirements, of the Contract or as revised from time to time by the COUNTY. The CONTRACTOR's vehicle(s) shall be kept clean, well maintained, and in good operating condition throughout the term of the Contract.
- E. Task Order Services or Project Requests may be required by the DOA from time to time for special projects that require the type of services to be provided by the CONTRACTOR, but which are not contemplated in the day-to-day operation and maintenance of the system. The compensation for such task orders will be determined by specification and/or proposal depending on the complexity or value at the time of issuance, but, to the extent practicable, will be based on hourly labor rates as specified in the Contract. The task orders shall be issued on an as-needed basis.
- F. The CONTRACTOR shall maintain, at its expense, a communications area (e.g., bulletin board, display board) for the communication of the CONTRACTOR's business, employees and other communications, including those mandated by law.
- G. Opportunities for operational efficiencies and cost savings shall be presented by the CONTRACTOR to the DOA.
- H. Break areas, locker rooms, cleanup areas, storage areas, biometric time and attendance system area, and all other reasonable employee accommodations will be assigned by the DOA. Designated areas shall be kept in a neat and clean condition at the CONTRACTOR's sole expense. Failure to do so may result in the DOA maintaining the space at CONTRACTOR's expense. The DOA may, in its sole discretion, require the CONTRACTOR to vacate the space.
- I. The CONTRACTOR shall purchase the necessary tools (e.g., hand tools and light power tools), light equipment (e.g., hydraulic jacks and stanchions), and materials (e.g., gloves, flashlights, barricades, and safety supplies) necessary to effectively and efficiently complete the work required by this Scope of Work/Services.
- J. The CONTRACTOR shall provide any and all necessary software upgrades to the BHS.
- K. During year one (1) of the Contract, CONTRACTOR shall oversee a software/hardware upgrade to the Upper-Level Control System for the BHS. CONTRACTOR will serve as project management and technical support for the COUNTY, and subcontract with sole source subcontractor, Brock

Solutions, to perform the majority of the planning, design, and provision of software/hardware (Attachment A).

- L. During year two (2) of the Contract, CONTRACTOR shall oversee a variable frequency device (VFD) upgrade to the Lower-Level Control System for the BHS. CONTRACTOR will serve as the project management and technical support for the COUNTY.
- M. The CONTRACTOR shall use a biometric time and attendance system such as fingerprint, facial, palm or iris scans to record work time.

19. KEY CONTROL AND ACCESS

The CONTRACTOR shall:

- A. Keep secure all keys, key cards, codes, and other entry devices provided by the DOA. In addition, a record of the key numbers issued to employees shall be maintained.
- B. Not duplicate keys, key cards, codes and other entry devices, nor allow these items to be duplicated.
- C. Report any lost or stolen keys to the DOA immediately. The cost of changing locks or replacement keys shall be deducted from the CONTRACTOR's invoice for work performed.
- D. Conduct its operations in strict observation of the access routes and other areas of access that are established. Access routes, entrance gates or doors, parking and storage areas to the Airport facility and any imposed time limitations (i.e., customs) shall be designated by the DOA.
- E. Ensure that under no circumstances shall CONTRACTOR's employees enter or move upon any area not authorized by the DOA for access to the CONTRACTOR.

20. COUNTY RESPONSIBILITIES

The COUNTY shall:

- A. Provide access to all work areas, storage areas, equipment, and office areas rented to or assigned to the CONTRACTOR.
- B. Provide the CONTRACTOR with direction related to the frequency and formats required for maintenance reporting.
- C. Provide operation, maintenance and activity planning and coordination.

- D. Set or approve CONTRACTOR's staffing levels.
- E. Review and approve, subject to any changes that may be required by the COUNTY, the CONTRACTOR's preventative maintenance program for all equipment and schedules for the CBIS/CBRA/BHS and its associated components.
- F. Review and approve, subject to any changes that may be required by the COUNTY, the CONTRACTOR's developed Operational Plan for all equipment and services.
- G. Provide all operating manuals, equipment manuals, drawings, parts lists, blueprints, schematics, catalogs, and maintenance and operational manuals for the CBIS/CBRA/BHS systems.
- H. Provide the CONTRACTOR adequate space for a shop, break room, restroom, storage of inventory, and part/material storage at the airport.
- I. Identify or approve all parts, tools, and equipment necessary to operate and maintain the specified equipment and services for the CONTRACTOR to purchase.
- J. Furnish and maintain a sufficient number of 800MHz two-way radios for the CONTRACTOR's use under the terms of this Contract. These radios shall be used for the sole purpose of communicating with Airports Communication Center and the Contract Administrator. Loss or damage shall be reported to the Contract Administrator immediately, and the County shall be reimbursed for the replacement or the repairs needed as a result of damage or loss.

21. DUTIES THE CONTRACTOR IS NOT REQUIRED TO PERFORM

The CONTRACTOR is not required to:

- A. Load baggage at the ticket counter level or perform any airline service function.
- B. Provide porter services for oversize baggage in the PBIA departure lobby.
- C. Remove baggage from the baggage make-up piers for the purposes of airline operations.
- D. Remove baggage from the inbound bag claim devices for the purposes of airline operations.
- E. Remove baggage from the interline make-up device for the purposes of airline operations.

- F. Maintain the ISD machines or any TSA equipment.
- G. Perform airline operation duties associated with the equipment specified in this Scope of Work/Services.
- H. Perform any aircraft maintenance.

**ATTACHMENT A
TO SCOPE OF WORK/SERVICES
CONTRACT NO. 23-015/MD
PBI – BHS UPPER LEVEL CONTROL
SYSTEM UPGRADE – SERVER
INSTALLATION REPORT
(Consisting of 14 Pages)**



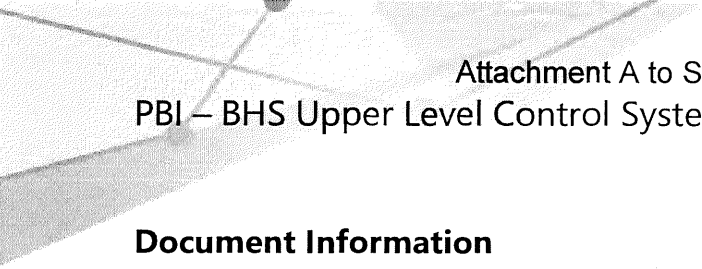
PBI – BHS Upper Level Control System Upgrade – Server Installation Support RFQ



Client Palm Beach International Airport
Version 1.0

Date TBD

www.brocksolutions.com



Attachment A to Scope of Work/ Services, Contract No. 23-015/MD
PBI – BHS Upper Level Control System Upgrade – Server Installation Support RFQ

Document Information

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Revision History

Version	Date	Author	Summary of Changes
1.0	TBD		Initial Release



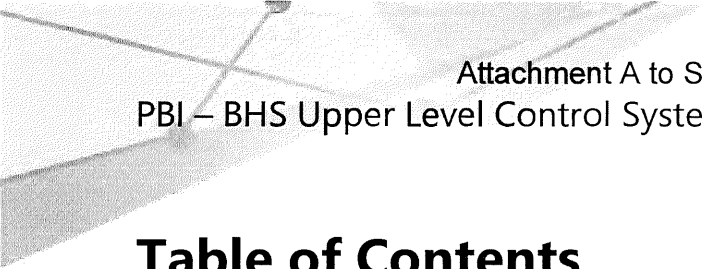


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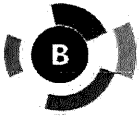
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1 Request for Quotation

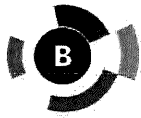
1.1 Introduction

The following Server Installation Support tender is for the Upper Level Control System Upgrade project at Palm Beach International Airport (PBI) in West Palm Beach, Florida. The scope of work for the project is detailed in the sections below. The “customer” referred to herein is PBI.

1.4 Contractor Qualifications

Prospective Installation Contractors (“IC”) must be able to perform all activities outlined in this document, and meet the following criteria:

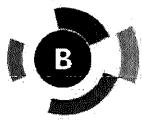
1. IC must have prior experience performing updates to a “live” Baggage Handling Control system at major airports within the United States.
2. IC must have sufficient personnel, currently on staff, who can complete the background check and security badging process.
3. IC must have experience performing BHS Control System “cutovers”, where modifications are made to the BHS Control System during short, over-night downtime periods with scheduled live-system operations the following day. Note that work periods will be short (starting as late as midnight, completed by 4am) and will vary as dictated by PBI Operations.



4. It is anticipated that this project will involve installation work covering consecutive day and night shifts, requiring multiple teams. Please ensure appropriate staffing levels are included in your estimate.
5. IC must currently have the ability to deliver equipment via secured Airside access, using the appropriate authorized vehicles (such as delivery trucks and/or forklifts). The IC must have vehicles and staff members who are authorized and trained as required to operate in the secured Airside and bag room areas. Equipment to be delivered will include, but is not limited to computer hardware, including server racks, UPS, computer workstations, large screen (i.e. 55" or greater) displays
6. If the IC intends to use sub-contractors for any work, please provide contact information for each sub-contractor.

1.5 Walk-Throughs and Site Investigation

ICs will be responsible to co-ordinate any walk-throughs or site investigations as they deem necessary.



2 Scope of Work - Overview

2.1 Project Overview

As part of an overall BHS modernization initiative, PBI will replace the existing Sort Allocation Controller (SAC), Data Historian Server (DHS) and Human Machine Interface (HMI) servers with new redundant servers. Included with this scope will be new Operator HMI Workstations, Large Screen HMI displays (LSD), Manual Encode Consoles (MEC), Image Quality Test (IQT) Workstations, Baggage Removal Point (BRP) Terminals, and Baggage Inspection Table (BIT) Terminals.

Brock Solutions is seeking a fixed-price bid from your electrical installation firm for the scope of work described within this document.

The PBI BHS must remain functional at all times during this project. Accordingly, a Construction Phasing Plan will be developed which will allow the BHS to remain functional during normal day-time operations.

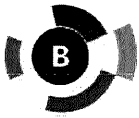
Please note that Brock Solutions will co-ordinate with PBI and others to determine the specific dates and schedule for work related to this project scope, the majority of which will occur during over-night shifts.

2.2 Overview of Installation Responsibilities

The IC will be responsible for all installation scope of work as defined in this RFQ package. In general, the IC will be responsible for the following items.

2.2.1 Installation

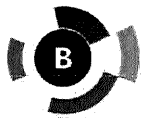
1. Receive and transport to site new computer servers, server racks, UPS, computer workstations, and large screen displays.
 - a. Note that all computer or project equipment will be shipped to PBI's warehouse. The IC will pickup equipment from this location and transport it to the relevant installation sites within the secure area of PBI. The IC will assume responsibility for all equipment from receipt at the PBI warehouse until installation on-site.
 - b. Note that transport to site may require the use of specialized equipment, such as flat-bed trucks and/or forklifts, to the secure Airside area of PBI. The IC will provide all necessary equipment, along with trained and experienced personnel to deliver, position, and install the provided equipment.
2. Assistance with installation of new server racks, servers, UPS, Manual Encode Consoles, operator workstations, BIT and BRP terminals, IQT workstations, and large screen displays.



3. Relocate existing copper and fiber patch panels from the existing server rack to the new server rack. Terminate and test final connections to confirm functionality
4. Site Safety Supervision: Brock Solutions staff and any other sub-trades contracted to Brock Solutions will follow IC's Site Safety Plan.
5. Security Escorts for IC staff, if required.

2.2.2 Demolition and Removal

1. Removal and disposal of existing servers, server racks, UPS, MECs, HMI workstations and HMI operator console as directed Brock Solutions. Note that PBI Operations and/or IT may require access to each PC prior to disposal in order to delete information and/or format PC hard drives. Do not dispose of equipment without authorization from PBI.
2. Trash removal and job site clean-up, each day prior to system operation.
3. PBI will have the opportunity to salvage any decommissioned equipment prior to removal from site and disposal.
4. Disposal of all equipment shall be in accordance with all PBI, City of West Palm Beach, state and federal laws and regulations.

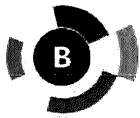


3 Scope of Work - Detail

This scope of work involves the installation of new SAC, DHS and HMI servers, along with new operator workstations, LSDs, BITs/BRPs, IQT workstations, and MEC consoles. The scope of work for the IC includes:

1. Receipt and safe storage of all equipment and delivery to the appropriate location as and when instructed by Brock Solutions.
2. Assistance with installation of the following Server and Computer Hardware:
 - a. New Primary Server Rack installed within the existing server room, with two (2) servers, associated UPS units, two (2) network switches, and two (2) patch panels.
 - i. Transport server computers to site and support Brock Solutions staff as they mount the servers in each rack. Installation of UPS, switches and patch panels within rack.
 - b. Two (2) Operator Workstation computers and two (2) UPS. Workstations will use existing monitors.
 - i. Provide support to Brock personnel as they assemble workstations.
 - c. One (1) Large Screen Display (LSD) workstation and two (2) 46" LCD monitor in the existing control room. LSD to be mounted on existing mounting bracket, re-using existing HDMI connections
 - d. Five (5) Large Screen Display workstations and five (5) 46" LCD monitors to replace existing remote LSDs on the existing brackets. Existing brackets and HDMI cables will be re-used
 - i. Two (2) in the Outbound Make-up area
 - ii. One (1) in the Screening Matrix Area
 - iii. One (1) in the CBRA Room
 - iv. One (1) in the OSR Room

Note that access to perform this work may require the use of ladders, scissor lifts or platforms. IC to provide this equipment as necessary.
3. Installation of two (2) Manual Encode Consoles at ME1-13 and ME2-11.
 - a. Installation tasks for the IC will include:
 - i. Receipt and transport of the MEC touch screen monitors and PCs to the required locations. Assist with removal of existing and installation of new touch screen monitors, PCs and hand-scanners as directed by Brock Solutions. Existing enclosures will be re-used.
 - ii. Once commissioning is complete, as and when instructed, remove and dispose of existing MECs.

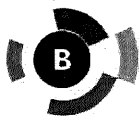


4. Installation of IQT User Interface Terminals at the SS1, SS2, SS3 and SS4 EDS machines
 - a. Installation tasks for the IC will include:
 - i. Receipt and transport of the IQT monitors and PCs to the required locations. Assist with removal of existing and installation of new touch screen monitors and PCs as directed by Brock Solutions. Existing enclosures will be re-used.
 - ii. Once commissioning is complete, as and when instructed, remove and dispose of existing IQTs.
5. Installation of fourteen (14) BIT and fourteen (14) BRP User Interface Terminals within the CBRA.
 - a. Installation tasks for the IC will include:
 - i. Receipt and transport of the BIT and BRP monitors and PCs to the required locations. Assist with removal of existing and installation of new touch screen monitors and PCs as directed by Brock Solutions. Existing enclosures will be re-used.
 - ii. Once commissioning is complete, as and when instructed, remove and dispose of existing MECs.
6. Relocation of Ethernet Networks:
 - a. The CAT6 ethernet and fiber optic connections that are currently connected to patch panels in the existing server rack enclosure must be moved to the new Server Rack. Relocate all copper connections and patch panels from the existing rack to the new rack, as the new rack is moved into place. Note that relocation will need to occur in a one-night over during system shut down.
 - b. Once the new server is brought on-line, and the "old" server is to be decommissioned, assist with removal of old server and temporary CAT-6 connections.

3.1 Safety Program, Toolbox Meetings, Site Safety Supervision

Brock Solutions will require the IC to develop the Site Safety program (including all required documentation), conduct daily Toolbox Safety meetings, and provide all necessary site-related safety supervision (i.e., designate a Safety Manager/Coordinator) as detailed in the provided RFP.

Any Brock Solutions employee present and working on relevant scopes of work at PBI will be subject to the IC provided Safety Program and participate in Toolbox Safety Meetings as required.



4 General Notes and Requirements

4.1 Exceptions and Clarifications

1. Clearly indicate any deviations from the requirements in this document.
2. Clearly indicate any related scope of work expected to be done by Brock Solutions or others.
3. Items discussed or answers to questions raised during walkthrough, pre-installation, or installation are not binding until a formal addendum has been added to this document.
4. Any questions or requests for information that are related to the IC's scope of work for this project shall be submitted electronically to Brock Solutions.
5. Any existing facility electrical, structural, or mechanical drawings needed to facilitate contractor during the bidding or design phases of this project are to be obtained by the IC.

4.2 Contract Terms

IC will be subject to full flow-down terms of the main contract.

4.3 Working Hours

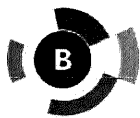
This work shall be scheduled and executed such that PBI Operations are not impacted or interrupted in any way. The majority of working hours are expected to be at during the hours from 10:30 pm to 3:30 am. However, the IC may be allowed to work outside of these hours as well, provided they are able to do so in a way that does not impact operations.

Note: If overtime, shift differentials or extra shifts are required by the IC to complete work as per the Contract then any associated additional costs shall be included in the bid.

4.4 Project Management

The IC shall submit weekly progress/status reports. This report shall be submitted to the Brock Solutions Project Manager in advance of its due date to the customer. The progress/status report shall contain the following items as a minimum:

1. Tasks completed for the reporting period
2. Tasks forecast for the next reporting period
3. Identify any potential "red flag" issues
4. Percent complete
5. Number of hours spent against the budget



The IC shall also participate in project meetings PBI and Brock Solutions project personnel according to the master schedule. Assume one meeting will be required at the start of installation

4.5 Parking and Employee Transport

IC will be responsible for parking and transportation to the job site.

4.6 Schedule

After project award, PBI and Brock Solutions shall prepare a detailed project schedule in conjunction with the IC. The complete duration of commissioning is expected to take 2 weeks to complete, with a return to site after 3 to 4 weeks to complete the decommissioning of the existing server.

4.7 Security Badging

PBI security badges are required for this project. The IC is responsible for badging their employees and all costs associated with the badging process. Neither PBI nor Brock Solutions will provide escorts.

4.8 Insurance

Provide insurance as required, per the RFP documents.

4.9 Bonding

IC shall include a 100% Payment and Performance Bond.

4.10 Taxes

Please include all applicable taxes.

4.11 Miscellaneous

1. IC is responsible for all equipment once they receive it until it is installed onsite.
2. IC shall clean up working areas each night prior to system operation.
3. IC shall include costs for job site offices/trailers, storage containers, staff washroom or break facilities if required.
4. IC shall include costs to properly dispose of all scrap material, including removal from site and proper disposal per provincial and federal regulations.

6 Appendix A - Responsibility Matrix

The following table defines the scope of responsibility for the conveyor controls portion of this project.

Item	Designed / Controlled By	Furnished By	Installed By
Performance and Payment Bond	-	IC (per scope of work)	-
QC and Safety Management	-	IC	-
Site offices	-	PBI	-
Temporary Construction and Utilities	-	PBI	-
Security	-	PBI	-
Onsite/Offsite Equipment Storage	-	IC	-
Security Escorts (if required)	-	(by each party as req'd)	-
Standby Support	-	Brock/IC	-
Contingency Operations for Interim Phasing – Baggage Handling Labour	-	PBI	-
System Testing – Test Plans	-	PBI/Brock	-
System Testing – Baggage Handling Labour	-	Brock	-
System Testing – Execution (includes the management and running of the tests and the associated baggage handling labour)	-	PBI/Brock	-
Computers and peripherals/software	Brock	Brock	Brock
Mounting arms for BITs, BRPs, IQTs	N/A	N/A	N/A
Conduits, wire, raceways, junction boxes, connection boxes, related equipment, and terminations	IC	IC	IC
Control consoles, computer/PLC, racks and cabinets	Brock	Brock	IC
Handheld Scanners	Brock	Brock	IC
HLC Network Switches - BHS Controls Related	Brock	Brock	IC
HLC Network analysis and testing	IC	IC	IC
HLC Network cabling, Ethernet including Fiber Optic	Brock	IC	IC
HLC Network patch cables	Brock	Brock	IC
HLC Network patch panels	Brock	Brock	IC
Labeling electrical conductors and cables	IC	IC	IC
Mounting materials for electrical components including all support hardware	IC	IC	IC

Attachment A to Scope of Work/ Services, Contract No. 23-015/MD
PBI – BHS Upper Level Control System Upgrade – Server Installation Support RFQ

Item	Designed / Controlled By	Furnished By	Installed By
UPS equipment for computers	Brock	Brock	IC
UPS equipment for PLCs	Brock	Brock	IC
Wall mounted graphic displays	Brock	Brock	IC
Forklift, pallet jack and other needed equipment to store and move the equipment at off-site storage facility	IC	IC	IC
Offloading of containers and/or trucks at the off-site storage facility	PBI	PBI	PBI
Review inventory for each shipment. Assume full responsibility of the inventory in the storage facility including liability of the goods	PBI	PBI	PBI
Inspection of shipment upon arrival	PBI	PBI	PBI
Full responsibility for the state and cost of the goods after inventory inspection	PBI	PBI	PBI
Coordination with site logistic teams	IC	IC	IC
Personnel to manage and deliver goods from the storage facility to the site and include returns from the site to the storage facility	IC	IC	IC
Coordinate timing of deliveries inside PBI operational requirements	IC	IC	IC
Truck, forklift and other needed equipment to handle site logistics	IC	IC	IC
Coordinate with site teams and storage manager	IC	IC	IC
Responsibility for the state and cost of the moved goods	IC	IC	IC
Containers/trailers for office and welfare facilities for EC employees	IC	IC	IC
Internet and phone connections	PBI	PBI	PBI
Provision of Project managers, Supervisors, quality manage installation technicians	IC	IC	IC
Creation and submission of all activity permits for the execution of daily activities to the responsible Foreman/supervisor in the Brock Solutions project team	IC	IC	IC
Provision of conveying and lifting equipment <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Fork-lift truck <input checked="" type="checkbox"/> Hoist frame <input checked="" type="checkbox"/> Scissor lift <input checked="" type="checkbox"/> Working platform <input checked="" type="checkbox"/> Any other installation auxiliary 	IC	IC	IC

Attachment A to Scope of Work/ Services, Contract No. 23-015/MD
PBI – BHS Upper Level Control System Upgrade – Server Installation Support RFQ

Item	Designed / Controlled By	Furnished By	Installed By
Provision of necessary assembly power and hand tools	IC	IC	IC
De-commissioning of equipment, removal of equipment from the site in accordance with PBI or relevant environmental policy.	IC	IC	IC
Coordination with other trades in the installation areas and on-site in general.	IC	IC	IC
Waste removal and management	IC	IC	IC

IC = Installation Contractor
MC = Mechanical Contractor
PBI = PBI or their representative
N/A = Not Applicable

**ATTACHMENT B
TO SCOPE OF WORK/SERVICES
CONTRACT NO. 23-015/MD
PREVENTATIVE MAINTENANCE INSPECTION CHECKLIST
(Consisting of 2 Pages)**

PREVENTIVE MAINTENANCE INSPECTION LIST
OUTBOUND CBIS/CBRA/BHS

PREVENTIVE MAINTENANCE INSPECTION LIST QUARTERLY INSPECTIONS (or as recommended by CBIS/CBRA/BHS Supplier)	
Inspection Type	Inspection Procedure
Conveyor Belt Tracking	Visually inspect belts for signs of tracking problems and correct as required.
Conveyor Belt Tension	Check belt tension is correct and retention belt as necessary.
Conveyor Belt Lacing	Visually inspect belt lacing for security and tightness.
Conveyor Head/Tail-end Pulleys and Take-up Pulleys	Visually inspect the pulleys for rotation and surface damage. Replace as necessary.
Conveyor Drive and Snub Pulleys	Visually inspect the pulleys for rotation and surface damage. Replace as necessary.
Conveyor Return Roller	Visually return rollers for rotation and surface damage. Replace as necessary.
Bearing Lubrication	Ensure that bearings are properly lubricated, if required by bearing supplier.
Chain/Sprocket Alignment	Check chain and sprocket alignment and correct if necessary.
V-Belt Sheave Alignment	Visually check V-belt sheave alignment and realign as necessary.
V-Belt Tension	Check tension on V-Belts and adjust as necessary.
V-Belt Sheave Wear	Check V-belt sheaves for tightness and condition of groove. If groove is badly scored, replace the sheave.
Hardware Tightness	Inspect all hardware on conveyor segments, pushers, ploy diverters, etc. for tightness. Tighten all nuts and bolts are necessary.
Electrical Connections	Inspect all electrical connections for frayed or damaged wires, loose connections, or breaks in insulation and correct as required.
Baggage Snag Points	Check the belt conveyor for points along the conveyer belting where baggage might snag and correct accordingly.

SEMI-ANNUAL INSPECTIONS (or as recommended by CBIS/CBRA/BHS Supplier)	
Inspection Type	Inspection Procedure
Reducer Oil Level	Check oil level in reducer and fill as necessary.
Reducer Temperature	Check for excessive heat and add lubrication as required.
Reducer Noise	Listen for unusual reducer noise and repair or replace reducer as necessary.
Motor Noise	Listen for unusual motor noise and repair or replace motor as necessary.
QUARTERLY INSPECTIONS (or as recommended by CBIS/CBRA/BHS Supplier)	
Inspection Type	Inspection Procedure
Motor Temperature	Check for excessive heat and correct as required.
Motor Current Draw	Check the current draw at the motor and repair or replace motor as necessary.
Electrical Photocell Alignment	Check to ensure photocells are properly aligned, realign as necessary.
Motor Control Panel Lamps	Ensure that all control panel lamps are functional and replace lamps as necessary.
Motor Control Panel Loose Wire	Check all wire connections in MCP and tighten connections as required.
Motor Control Panel Cleanliness	Wipe all grease, oil or other contaminants from MCP.
Motor Control Panel Security	Ensure that control panel is secure and that locking functions are operative.
General Housekeeping	Perform general housekeeping functions around the CBIS/CBRA/BHS. Clean up all lubricant spills and any debris that is in the area.

**ATTACHMENT C
TO SCOPE OF WORK/SERVICES
CONTRACT NO. 23-015/MD
PARTS LIST
(Consisting of 26 Pages)**

CONVEYOR	DESCRIPTION	BF	OAL LGTH FT	SPEED FPM	BELT LENGTH	BELT TYPE	REDUCER		
							TYPE	DRIVE KIT	GEAR MOTOR PART ID
TC1-01	TICKET COUNTER	30	27.5	90	61	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R		
TC1-02	TICKET COUNTER	30	27.5	90	61	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R		
TC1-03	SPIRAL CURVE - 90 DEG	30	9.0	90	24		Eurodrive - KT	NA	BY VENDOR
TC1-04	DECLINE TRANSPORT	33	30.0	120	66	BELTING, 30" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
TC1-05	DECLINE TRANSPORT	33	12.5	150	31	BELTING, 30" BW, E12/2 0/V10 LG-FR GREEN AMPMISER			
TC1-06	SPIRAL CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
TC1-07	QUEUE	39	4.5	210	15		Eurodrive - KT		
TC1-08	QUEUE	39	4.5	240	15		Eurodrive - KT		
TC1-09	45° MERGE	39	5.0	320	16		Eurodrive - KT	NA	GS1SK6-B3A0-13-A40
TC1-05FD	FIRE DOOR							NA	NA
TC2-01	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012- S-090-L	GB2SR5-C3A0-35-A1L
TC2-02	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012- S-090-L	GB2SR5-C3A0-35-A1L
TC2-03	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012- S-090-L	GB2SR5-C3A0-35-A1L
TC2-04	SPIRAL CURVE - 90 DEG	30	9.0	90	24		Eurodrive - KT	NA	BY VENDOR
TC2-05	DECLINE TRANSPORT	33	30.0	120	66	BELTING, 30" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-J- SK-D22-R	GS1SK6-C2C0-30-A4R
TC2-06	DECLINE TRANSPORT	33	12.5	150	31	BELTING, 30" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - R	11A020-J- S-150-R	GB2SR5-C2C0-09-A30
TC2-05FD	FIRE DOOR								
TC2-07	SPIRAL CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
TC2-08	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K- H00-R	GS1SK4-B2A0-14-A40
TC2-09	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K- H00-R	GS1SK4-B2A0-12-A40
TC2-10	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	GS1SK6-B3A0-13-A40

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TC3-01	TICKET COUNTER	30	28.7	90	63	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012-S-090-R	GB2SR5-C3A0-35-A1R
TC3-02	TICKET COUNTER	30	28.7	90	63	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012-S-090-R	GB2SR5-C3A0-35-A1R
TC3-03	TICKET COUNTER	30	27.8	90	62	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012-S-090-R	GB2SR5-C3A0-35-A1R
TC3-04	SPIRAL CURVE - 90 DEG	30	9.0	90	24		Eurodrive - KT	NA	BY VENDOR
TC3-05FD	FIRE DOOR							NA	NA
TC3-05	DECLINE TRANSPORT	33	30.0	120	66	BELTING, 30" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-J-SK-D22-R	GS1SK6-C2C0-30-A4R
TC3-06	DECLINE TRANSPORT	33	15.8	150	38	BELTING, 30" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - R	11A020-J-S-150-R	GB2SR5-C2C0-09-A30
TC3-07	TRANSPORT - END DRV	39	7.0	180	20	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A030-K-H00-R	GS1SK4-C2A0-17-A40
TC3-08	POWER CURVE - 90 DEG	39	9.0	210	24		Eurodrive - KT	NA	BY VENDOR
TC4-01	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012-S-090-L	GB2SR5-C3A0-35-A1L
TC4-02	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012-S-090-L	GB2SR5C3A0-35-A1L
TC4-03	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012-S-090-L	GB2SR5-C3A0-35-A1L
TC4-04	SPIRAL CURVE - 90 DEG	30	9.0	90	24		Eurodrive - KT	NA	BY VENDOR
TC4-05FD	FIRE DOOR							NA	NA
TC4-05	DECLINE TRANSPORT	33	30.0	120	66	BELTING, 30" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-J-SK-D22-R	GS1SK6-C2C0-30-A4R
TC4-06	DECLINE TRANSPORT	33	13.5	150	33	BELTING, 30" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - R	11A020-J-S-150-R	GB2SR5-C2C0-09-A30
TC4-07	SPIRAL CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
TC4-08	TRANSPORT - END DRV	39	5.8	210	18	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
TC4-09	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-14-A40
TC4-10	QUEUE/DECL	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-12-A40
TC4-11	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	GS1SK6-B3A0-13-A40
TC5-01	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012-S-090-R	GB2SR5-C3A0-35-A1R
TC5-02	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR TXGD6 BLK	Eurodrive - R	07A012-S-090-R	<u>GB2SR5-C3A0-35-A1R</u>
TC5-03	TICKET COUNTER	30	30.0	90	66	TC BELTING, 27" BW, E12/2 0/V1 M-FR	Eurodrive - R	07A012-S-	<u>GB2SR5-C3A0-</u>

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						TXGD6 BLK		090-R	35-A1R
TC5-04	SPIRAL CURVE - 90 DEG	30	9.0	90	24		Eurodrive - KT	NA	BY VENDOR
TC5-05	DECLINE TRANSPORT	33	30.0	120	66	BELTING, 30" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D22-L	<u>GS1SK6-C2C0-30-A4L</u>
TC5-05FD	FIRE DOOR								
TC5-06	DECLINE TRANSPORT	33	16.7	150	39	BELTING, 30" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - R		
TC5-07	TRANSPORT - END DRV	39	11.0	180	28	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
TC5-08	POWER CURVE - 90 DEG	39	9.0	210	24		Eurodrive - KT	NA	BY VENDOR
CS1-01	DECLINE TRANSPORT	39	21.7	90	49	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
CS1-01FD	FIRE DOOR								
CS1-02	TRANSPORT - MID DRV	39	7.8	120	22	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CS1-03	POWER CURVE - 90 DEG	39	9.0	150	24		Eurodrive - KT	NA	BY VENDOR
CS1-04	TRANSPORT - MID DRV	39	26.3	150	59	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CS1-05	QUEUE/INCL	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-20-A40</u>
CS1-06	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-20-A40</u>
CS1-07	QUEUE	39	4.5	150	15				
CS1-08	POWER CURVE - 45 DEG	39	4.5	150	15		Eurodrive - KT	NA	BY VENDOR
CS1-09	45° MERGE	39	5.0	150	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-27-A40</u>
CS2-01	DECLINE TRANSPORT	39	21.8	90	50	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D22-L	<u>GS1SK6-C2C0-44-A4L</u>
CS2-01FD	FIRE DOOR							NA	NA
CS2-02	TRANSPORT - MID DRV	39	27.4	120	61	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-R	<u>GS1SK6-C2A0-30-A40</u>
CS2-03	POWER CURVE - 90 DEG	39	9.0	150	24		Eurodrive - KT	NA	BY VENDOR
CS2-04	DECLINE TRANSPORT	39	16.5	180	39	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN	Eurodrive -		

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						AMPMISER	KT		
CS2-05	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-14-A40</u>
CS2-06	QUEUE	39	4.5	240	15		Eurodrive - KT		
CS2-07	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
CS2-08	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
CS2-09	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
CS4-01	DECLINE TRANSPORT	39	36.9	90	80	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A024-K-SK-D22-R	<u>GS1SK7-C5C0-51-A4R</u>
CS4-01FD	FIRE DOOR							NA	NA
CS4-02	TRANSPORT - MID DRV	39	16.0	120	38	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-R	<u>GS1SK6-C2A0-30-A40</u>
CS4-03	DECLINE TRANSPORT	39	22.0	150	50	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D22-R	<u>GS1SK6-C2C0-27-A4R</u>
CS4-04	TRANSPORT - MID DRV	39	20.0	180	46	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-R	<u>GS1SK6-C2A0-23-A40</u>
CS4-05	TRANSPORT - MID DRV	39	17.8	210	42	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-R	<u>GS1SK6-C2A0-19-A40</u>
CS4-06	INCLINE TRANSPORT	39	8.8	240	24	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-I03-R	<u>GS1SK6-C2C0-15-A4R</u>
CS4-07	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
CS4-08	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
CS4-09	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
CS4-10	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
BMA/SF1	Bag Dimensioning Device								
ATR/SF1	ATR								
SSM1-01	QUEUE	39	4.5	300	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-11-A40</u>
SSM1-02	DECLINE TRANSPORT	39	24.0	270	54	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D12-R	<u>GS1SK6-B3A0-13-A40</u>
SSM1-03	TRANSPORT - END DRV	39	17.8	240	42	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT		

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SSM1-hsd1	HSD DIVERT-BELT PULLEY				6				
SSM1-04	TRANSPORT - END DRV	39	13.3	240	33	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SSM1-05	TRANSPORT - END DRV	39	12.0	240	30	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT		
SSM1-hsd2	HSD DIVERT-BELT PULLEY				6				
SSM1-06	TRANSPORT - END DRV	39	15.9	240	38	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT		
SSM1-hsd3	HSD DIVERT-BELT PULLEY				6				
SS1U-01	POWER CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
SS1U-02	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
SS1U-03	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
SS1U-04	QUEUE/DECL	39	4.5	210	15		Eurodrive - KT		
BMA/SF2	Bag Dimensioning Device								
ATR/SF2	ATR								
SSM2-01	QUEUE	39	4.5	300	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-11-A40</u>
SSM2-02	POWER CURVE - 90 DEG	39	9.0	300	24		Eurodrive - KT	NA	BY VENDOR
SSM2-03	TRANSPORT - MID DRV	39	21.5	270	49	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SSM2-04	TRANSPORT - END DRV	39	25.0	240	56	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A030-K-H00-R	<u>GS1SK4-B3A0-12-A40</u>
SSM2-hsd1	HSD DIVERT-BELT PULLEY				6				
SSM2-05	TRANSPORT - END DRV	39	12.0	240	30	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A030-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
SSM2-hsd1	HSD DIVERT-BELT PULLEY				6				
SSM2-06	TRANSPORT - END DRV	39	11.2	240	28	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT		
SSM2-hsd1	HSD DIVERT-BELT PULLEY				6				
SSM2-07	TRANSPORT - END DRV	39	16.7	240	39	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN	Eurodrive - KT		

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						AMPMISER			
SS1L-01	POWER CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
SS1L-02	QUEUE/DECL	39	4.0	240	14		Eurodrive - KT		
SS1L-03	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
SS1L-04	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-14-A40</u>
SS3U-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
SS3U-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
SS3U-03	QUEUE	39	4.5	210	15		Eurodrive - KT		
SS3U-04	QUEUE/DECL	39	4.5	180	15		Eurodrive - KT		
SS1-01	VSUACTUATOR				6			NA	-
SS1-01	VSU/QUEUE	39	4.0	180	14				
SS1-01	VSU/QUEUE	39	4.0	180	14				
SS1-01	VSU/QUEUE	39	4.0	180	14				
SS1-02	QUEUE/DECL	39	4.5	180	15		Eurodrive - KT		
SS1-03	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-17-A40</u>
SS1-04	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-20-A40</u>
SS1-05	QUEUE	39	3.0	120	12		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-26-A40</u>
SS1-06	QUEUE	39	3.0	120	12		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-26-A40</u>
SS1-07	QUEUE	39	3.0	40	12		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-49-A40</u>
SS1-08	QUEUE	39	4.5	40	15		Eurodrive - KT		
SS1-09	QUEUE	39	4.5	80	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
SS1-10	QUEUE	39	4.5	120	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-26-A40</u>
SS1-11	QUEUE/INCL	39	4.5	150	15		Eurodrive - KT		
SS1-12	VSUACTUATOR				6			NA	-
SS1-12	VSU/QUEUE	39	4.0	180	14				
SS1-12	VSU/QUEUE	39	4.0	180	14				
SS1-12	VSU/QUEUE	39	4.0	180	14				

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SS2-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
SS2-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
SS2-03	DECLINE TRANSPORT	39	13.9	240	34	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
SS2-04	QUEUE/DECL	39	4.7	240	15		Eurodrive - KT		
SS2-05	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-14-A40</u>
SS2-06	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-17-A40</u>
SS2-07	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-20-A40</u>
SS2-08	QUEUE	39	3.0	120	12		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-26-A40</u>
SS2-09	QUEUE	39	3.0	120	12		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-26-A40</u>
SS2-10	QUEUE	39	3.0	40	12		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-49-A40</u>
SS2-11	QUEUE	39	4.5	40	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-49-A40</u>
SS2-12	QUEUE	39	4.5	80	15		Eurodrive - KT		
SS2-13	QUEUE	39	4.5	120	15		Eurodrive - KT		
SS2-14	QUEUE/INCL	39	4.5	150	15		Eurodrive - KT		
SS2-15	VSU ACTUATOR				6			NA	-
SS2-15	VSU/QUEUE	39	4.0	180	14				
SS2-15	VSU/QUEUE	39	4.0	180	14				
SS2-15	VSU/QUEUE	39	4.0	180	14				
SS3L-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
SS3L-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
SS3L-03	QUEUE	39	4.5	210	15		Eurodrive - KT		
SS3L-04	QUEUE/DECL	39	4.5	180	15		Eurodrive - KT		
SS3-01	VSUACTUATOR				6			NA	-
SS3-01	VSU/QUEUE	39	4.0	180	14				
SS3-01	VSU/QUEUE	39	4.0	180	14				
SS3-01	VSU/QUEUE	39	4.0	180	14				

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SS3-02	QUEUE/DECL	39	4.5	180	15		Eurodrive - KT		
SS3-03	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-17-A40</u>
SS3-04	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-20-A40</u>
SS3-05	QUEUE	39	3.0	120	12		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-26-A40</u>
SS3-06	QUEUE	39	3.0	120	12		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-26-A40</u>
SS3-07	QUEUE	39	3.0	40	12		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-49-A40</u>
SS3-08	QUEUE	39	4.5	40	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-49-A40</u>
SS3-09	QUEUE	39	4.5	80	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-35-A40</u>
SS3-10	QUEUE	39	4.5	120	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-26-A40</u>
SS3-11	QUEUE/INCL	39	4.5	150	15		Eurodrive - KT		
SS3-12	VSU ACTUATOR				6			NA	-
SS3-12	VSU/QUEUE	39	4.0	180	14				
SS3-12	VSU/QUEUE	39	4.0	180	14				
SS3-12	VSU/QUEUE	39	4.0	180	14				
SS4-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
SS4-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
SS4-03	INCLINE TRANSPORT	39	13.7	240	33	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SS4-04	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-12-A40</u>
SS4-05	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-14-A40</u>
SS4-06	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-17-A40</u>
SS4-07	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-20-A40</u>
SS4-08	QUEUE	39	3.0	120	12		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-26-A40</u>
SS4-09	QUEUE	39	3.0	120	12		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-26-A40</u>
SS4-10	QUEUE	39	3.0	40	12		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-49-A40</u>

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SS4-11	QUEUE	39	4.5	40	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-49-A40</u>
SS4-12	QUEUE	39	4.5	80	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
SS4-13	QUEUE	39	4.5	120	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-26-A40</u>
SS4-14	QUEUE/INCL	39	4.5	150	15		Eurodrive - KT		
SS4-15	VSUACTUATOR				6			NA	-
SS4-15	VSU/QUEUE	39	4.0	180	14				
SS4-15	VSU/QUEUE	39	4.0	180	14				
SS4-15	VSU/QUEUE	39	4.0	180	14				
CS5-01	DECLINE TRANSPORT	39	21.7	90	49	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
CS5-02	TRANSPORT - MID DRV	39	9.8	120	26	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CS5-03	POWER CURVE - 90 DEG	39	9.0	150	24		Eurodrive - KT	NA	BY VENDOR
CS5-04	TRANSPORT - MID DRV	39	30.0	180	66	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-R	
CS5-05	DECLINE TRANSPORT	39	17.8	210	42	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
CS5-06	TRANSPORT - MID DRV	39	19.0	210	44	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CS5-07	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-R	
CS5-08	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-14-A40</u>
CS5-09	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-14-A40</u>
CS5-10	POWER CURVE - 45 DEG	39	4.5	210	15		Eurodrive - KT	NA	BY VENDOR
CS5-11	45° MERGE	39	5.0	210	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-19-A40</u>
CS5-01FD	FIRE DOOR							NA	NA
CS6-01	DECLINE TRANSPORT	39	21.7	90	49	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
CS6-01FD	FIRE DOOR								
CS6-02	TRANSPORT - MID DRV	39	17.5	120	41	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-C2A0-30-A40</u>

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CS6-03	POWER CURVE - 90 DEG	39	9.0	150	24		Eurodrive - KT	NA	BY VENDOR
CS6-04	DECLINE TRANSPORT	39	17.0	180	40	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D18-L	<u>GS1SK6-C3C0-23-A4L</u>
CS6-05	TRANSPORT - MID DRV	39	30.0	210	66	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-C3C0-19-A4L</u>
CS6-06	TRANSPORT - MID DRV	39	27.9	240	62	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-C3C0-15-A4L</u>
CS6-07	SPIRAL CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
CS6-08	DECLINE TRANSPORT	39	22.9	240	52	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D18-L	<u>GS1SK6-C3C0-15-A4L</u>
CS6-09	TRANSPORT - MID DRV	39	20.0	240	46	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CS6-10	TRANSPORT - MID DRV	39	18.0	240	42	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER			
CS6-11	INCLINE TRANSPORT	39	9.0	240	24	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CS6-12	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
CS6-13	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-12-A40</u>
CS6-14	SPIRAL CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
CS6-15	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
OSR1-01	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-17-A40</u>
OSR1-02	TRANSPORT - END DRV	39	8.0	180	22	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OSR1-03	POWER CURVE - 90 DEG	39	9.0	180	24		Eurodrive - KT	NA	BY VENDOR
OSR2-01	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-17-A40</u>
OSR2-02	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-17-A40</u>
OSR2-03	POWER CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
OSR2-04	45° MERGE	39	5.0	210	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-19-A40</u>
OSR3-01	QUEUE	39	4.5	180	15		Eurodrive -		

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							KT		
OSR3-02	QUEUE	39	4.5	180	15		Eurodrive - KT		
OSR3-03	POWER CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
OSR3-04	45° MERGE	39	5.0	210	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0- 19-A40</u>
OSR4-01	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-17-A40</u>
OSR4-02	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-17-A40</u>
OSR4-03	POWER CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
OSR4-04	45° MERGE	39	5.0	210	16		Eurodrive - KT	NA	<u>GS1SK6- B3A0-19-A40</u>
OSRM-01	TRANSPORT - END DRV	39	18.0	180	42	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OSRM-02	TRANSPORT - END DRV	39	12.0	180	30	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OSRM-03	TRANSPORT - END DRV	39	12.0	180	30	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OSRM-04	TRANSPORT - END DRV	39	12.3	180	31	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OSRM-05	POWER CURVE - 90 DEG	39	9.0	180	24		Eurodrive - KT	NA	BY VENDOR
OSRM-06	TRANSPORT - MID DRV	39	22.0	180	50	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OSRM-07	INCLINE TRANSPORT	39	23.4	180	53	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OSRM-08	TRANSPORT - MID DRV	39	12.9	180	32	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OSRM-09	VSUACTUATOR				6			NA	-
OSRM-09	VSU/QUEUE	39	4.0	180	14				
OSRM-09	VSU/QUEUE	39	4.0	180	14				
OSRM-09	VSU/QUEUE	39	4.0	180	14				
ALCL-01	TRANSPORT - MID DRV	39	30.0	90	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
ALCL-02	TRANSPORT - MID DRV	39	30.0	90	66	BELTING, 36" BW, E12/2	Eurodrive -		

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						0/V1 M-FR GREEN AMPMISER	KT		
ALCL-03	TRANSPORT - MID DRV	39	26.6	90	59	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
ALCL-04	INCLINE TRANSPORT	39	32.0	120	70	BELTING, 36" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A024-K- SK-I18-R	
ALCL-05	POWER CURVE - 45 DEG	39	4.5	150	15		Eurodrive - KT	NA	BY VENDOR
ALCL-06	QUEUE	39	3.8	180	14		Eurodrive - KT	10A005-K- H00-R	<u>GS1SK4- B2A0-17-A40</u>
ALCL-07	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K- H00-R	<u>GS1SK4-B2A0- 14-A40</u>
ALCL-08	QUEUE/INCL	39	4.5	240	15		3.5		136
ALCL-09	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0- 13-A40</u>
CTCL1-01	QUEUE/INCL	39	4.5	210	15		Eurodrive - KT		
CTCL1-02	INCLINE TRANSPORT	39	21.0	240	48	BELTING, 36" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
CTCL1-03	POWER CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
CLM1-01	TRANSPORT - MID DRV	39	21.7	240	49	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6- C3C0-15-A4L</u>
CLM1-02	TRANSPORT - MID DRV	39	25.3	240	57	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER			
CLM1-03	SPIRAL CURVE - 90 DEG	39	9.0	270	24		Eurodrive - KT	NA	BY VENDOR
CLM1-04	TRANSPORT - MID DRV	39	27.3	300	61	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CLM1-05	QUEUE	39	4.5	300	15		Eurodrive - KT		
CLM1-06	QUEUE	39	4.5	300	15		Eurodrive - KT		
ATR- CLM1	ATR								
CLM1-07	DECLINE TRANSPORT	39	21.0	300	48	BELTING, 36" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
CLM1-08	TRANSPORT - MID DRV	39	29.5	300	65	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6-B5A0- 13-A40</u>
CLM1-09	TRANSPORT - MID DRV	39	28.0	300	62	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6- B5A0-13-A40</u>

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CLM1-10	TRANSPORT - MID DRV	39	22.0	300	50	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-B3A0-13-A40</u>
HSD	HSD DIVERT-BELT PULLEY				6				
CLM1-11	TRANSPORT - MID DRV	39	29.8	300	66	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-B5A0-13-A40</u>
HSD	HSD DIVERT-BELT PULLEY				6				
CLM1-12	TRANSPORT - MID DRV	39	30.2	300	66	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-B5A0-13-A40</u>
CLM1-13	TRANSPORT - MID DRV	39	30.0	300	66	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-B5A0-13-A40</u>
CLM1-14	TRANSPORT - MID DRV	39	27.7	300	61	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-B5A0-13-A40</u>
CLM1-15	TRANSPORT - MID DRV	39	30.0	300	66	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-B5C0-13-A4L</u>
CLM1-16	TRANSPORT - MID DRV	39	30.0	240	66	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-B5C0-15-A4L</u>
CLM1-17	TRANSPORT - MID DRV	39	25.0	180	56	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CLM1-18	DECLINE TRANSPORT	39	19.7	120	45	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D18-L	<u>GS1SK6-B2C0-30-A4L</u>
CLM2-01	TRANSPORT - MID DRV	39	25.6	240	57	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-B5A0-15-A40</u>
CLM2-02	INCLINE TRANSPORT	39	20.9	270	48	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-I18-L	<u>GS1SK6-B5C0-13-A4L</u>
CLM2-03	POWER CURVE - 90 DEG	39	9.0	300	24		Eurodrive - KT	NA	BY VENDOR
CLM2-04	TRANSPORT - MID DRV	39	22.8	300	52	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CLM2-05	TRANSPORT - MID DRV	39	16.5	300	39	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER			
CLM2-06	QUEUE	39	4.5	300	15		Eurodrive - KT		
CLM2-07	QUEUE	39	4.5	300	15		Eurodrive - KT		
CLM2-08	DECLINE TRANSPORT	39	8.2	300	22	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		

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CLM2-09	TRANSPORT - MID DRV	39	29.4	300	65	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6-B5A0- 13-A40</u>
CLM2-10	TRANSPORT - MID DRV	39	15.4	300	37	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6-B2A0- 13-A40</u>
CLM2-11	TRANSPORT - MID DRV	39	26.2	300	58	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6- B5A0-13-A40</u>
CLM2-12	TRANSPORT - MID DRV	39	26.7	300	59	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6- B5A0-13-A40</u>
CLM2-13	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6-B5A0- 13-A40</u>
CLM2-14	TRANSPORT - MID DRV	39	30.0	300	66	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6-B5A0- 13-A40</u>
CLM2-15	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6- C5C0-13-A4L</u>
CLM2-16	TRANSPORT - MID DRV	39	30.0	300	66	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6- C5C0-13-A4L</u>
CLM2-17	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6-C5A0- 13-A4L</u>
CLM2-18	TRANSPORT - MID DRV	39	30.0	300	66	DIVERT BELTING, PHR3-200TW BBXBB-FR	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6- C5A0-13-A4L</u>
CLM2-19	TRANSPORT - MID DRV	39	20.0	300	46	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6-B2A0- 13-A40</u>
CLM2-20	TRANSPORT - MID DRV	39	15.8	300	38	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	<u>GS1SK6- B5A0-13-A40</u>
CLM2-21	POWER CURVE - 90 DEG	39	9.0	300	24		Eurodrive - KT	NA	BY VENDOR
CLM2-22	QUEUE	39	5.5	240	17		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-12-A40</u>
CLM2-23	POWER CURVE - 90 DEG	39	9.0	180	24		Eurodrive - KT	NA	BY VENDOR
CLM2-24	DECLINE TRANSPORT	39	16.5	120	39	BELTING, 36" BW, E12/2 0/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
HSD-MU1A- 01	HSD DIVERT- ACTUATOR	39	-	-	6			NA	-
HSD-MU1A- 01	HSD DIVERT-BELT PULLEY	39	-	-	6			NA	-
MU1A- 01	45° MERGE REVERSE	39	5.0	300	16		Eurodrive - KT	NA	<u>GS1SK6- C3A0-13-A40</u>
MU1A-	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive -	NA	BY

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02							KT		VENDOR
MU1A-03	TRANSPORT - END DRV	39	12.0	210	30	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A030-K-H00-R	<u>GS1SK4-C2A0-14-A40</u>
MU1A-04	POWER CURVE - 90 DEG	39	9.0	180	24		Eurodrive - KT	NA	BY VENDOR
MU1A-05	POWER CURVE - 90 DEG	39	9.0	150	24		Eurodrive - KT	NA	BY VENDOR
MU1A-06	DECLINE TRANSPORT	39	17.5	120	41	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D18-R	<u>GS1SK6-C2C0-30-A4R</u>
HSD-MU1B-01	HSD DIVERT-ACTUATOR	39	-	-	6			NA	-
HSD-MU1B-01	HSD DIVERT-BELT PULLEY	39	-	-	6			NA	-
MU1B-01	45° MERGE REVERSE	39	5.0	300	16		Eurodrive - KT	NA	<u>GS1SK6-C3A0-13-A40</u>
MU1B-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
MU1B-03	POWER CURVE - 45 DEG	39	4.5	210	15		Eurodrive - KT	NA	BY VENDOR
MU1B-04	POWER CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
MU1B-05	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-20-A40</u>
MU1B-06	DECLINE TRANSPORT	39	17.5	120	41	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D18-R	<u>GS1SK6-C2C0-30-A4R</u>
HSD-MU2A-01	HSD DIVERT-ACTUATOR	39	-	-	6			NA	-
HSD-MU2A-01	HSD DIVERT-BELT PULLEY	39	-	-	6			NA	-
MU2A-01	45° MERGE REVERSE	39	5.0	300	16		Eurodrive - KT	NA	<u>GS1SK6-C3A0-13-A40</u>
MU2A-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
MU2A-03	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-C2A0-14-A40</u>
MU2A-04	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-C2A0-17-A40</u>
MU2A-05	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-20-A40</u>
MU2A-06	DECLINE TRANSPORT	39	17.5	120	41	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D18-L	<u>GS1SK6-C2C0-30-A4L</u>
HSD-MU2B-01	HSD DIVERT-ACTUATOR	39	-	-	6			NA	-
HSD-MU2B-	HSD DIVERT-BELT	39	-	-	6			NA	-

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01	PULLEY								
MU2B-01	45° MERGE REVERSE	39	5.0	300	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
MU2B-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
MU2B-03	POWER CURVE - 45 DEG	39	4.5	210	15		Eurodrive - KT	NA	BY VENDOR
MU2B-04	POWER CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
MU2B-05	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-20-A40</u>
MU2B-06	DECLINE TRANSPORT	39	17.5	120	41	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D18-R	<u>GS1SK6-C2C0-30-A4R</u>
MU3A-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
MU3A-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
MU3A-03	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-C2C0-14-A4L</u>
MU3A-04	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-C2A0-17-A40</u>
MU3A-05	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-L	
MU3A-06	DECLINE TRANSPORT	39	17.5	120	41	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
MU3B-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
MU3B-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
MU3B-03	POWER CURVE - 45 DEG	39	4.5	210	15		Eurodrive - KT	NA	BY VENDOR
MU3B-04	POWER CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
MU3B-05	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-C2C0-20-A4R</u>
MU3B-06	DECLINE TRANSPORT	39	17.3	120	41	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
MU4A-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
MU4A-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
MU4A-03	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-C2C0-14-A4L</u>

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MU4A-04	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-C2A0-17-A40</u>
MU4A-05	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-L	
MU4A-06	DECLINE TRANSPORT	39	17.5	120	41	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
MU4B-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0-13-A40</u>
MU4B-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
MU4B-03	POWER CURVE - 45 DEG	39	4.5	210	15		Eurodrive - KT	NA	BY VENDOR
MU4B-04	POWER CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
MU4B-05	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-C2C0-20-A4R</u>
MU4B-06	DECLINE TRANSPORT	39	17.5	120	41	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D18-R	<u>GS1SK6-C2C0-30-A4R</u>
AL-01	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-17-A40</u>
AL-02	INCLINE TRANSPORT	39	19.0	180	44	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
AL-03	POWER CURVE - 90 DEG	39	9.0	180	24		Eurodrive - KT	NA	BY VENDOR
AL-04	TRANSPORT - END DRV	39	10.6	150	27	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
AL-05	POWER CURVE - 90 DEG	39	9.0	120	24		Eurodrive - KT	NA	BY VENDOR
AL-06	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
AL-07	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
AL-08	QUEUE	39	3.5	90	13		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
AL-09	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
AL-10	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
AL-11	QUEUE	39	3.5	90	13		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
AL-12	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-35-A40</u>
AL-13	QUEUE	39	4.5	90	15		Eurodrive -	10A005-K-	<u>GS1SK4-B2A0-</u>

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							KT	H00-L	35-A40
AL-14	QUEUE	39	3.5	90	13		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-35-A40</u>
AL-15	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-35-A40</u>
AL-16	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4-B2A0- 35-A40</u>
AL-17	QUEUE	39	3.5	90	13		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-35-A40</u>
AL-18	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-35-A40</u>
AL-19	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4-B2A0- 35-A40</u>
AL-20	QUEUE	39	3.5	90	13		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4-B2A0- 35-A40</u>
AL-21	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-35-A40</u>
AL-22	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-35-A40</u>
AL-23	QUEUE	39	3.5	90	13		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4-B2A0- 35-A40</u>
AL-24	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4-B2A0- 35-A40</u>
AL-25	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K- H00-L	<u>GS1SK4- B2A0-35-A40</u>
CTCL2-01	QUEUE/INCL	39	4.5	210	15		Eurodrive - KT	10A005- K-I15-R	<u>GS1SK4- B2A0-14-A40</u>
CTCL2-02	INCLINE TRANSPORT	39	13.9	240	34	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT		
CTCL2-03	POWER CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
CTCL2-04	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K- H00-R	<u>GS1SK4-B2A0- 12-A40</u>
CTCL2-05	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K- H00-R	<u>GS1SK4- B2A0-12-A40</u>
CTCL2-06	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K- H00-R	<u>GS1SK4-B2A0- 12-A40</u>
CTCL2-07	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
CTCL2-08	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0- 13-A40</u>
OG2-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6-B3A0- 13-A40</u>
OG2-02	POWER CURVE - 45	39	4.5	240	15		Eurodrive -	NA	BY

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	DEG						KT		VENDOR
OG2-03	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-L	<u>GS1SK4-B2A0-14-A40</u>
OG2-04	QUEUE/DECL	39	4.5	180	15		Eurodrive - KT		
SF1-01	TRANSPORT - MID DRV	39	30.0	240	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SF1-02	TRANSPORT - MID DRV	39	30.0	270	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SF1-03	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SF1-04	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SF1-05	TRANSPORT - MID DRV	39	28.2	300	62	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SF1-06	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER			
SF1-07	TRANSPORT - MID DRV	39	28.0	300	62	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER			
SF1-08	POWER CURVE - 90 DEG	39	9.0	300	24		Eurodrive - KT	NA	BY VENDOR
SF1-09	QUEUE	39	4.5	300	15		Eurodrive - KT	10A005-K-H00-R	<u>GS1SK4-B2A0-11-A40</u>
SF2-01	TRANSPORT - MID DRV	39	30.0	240	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SF2-02	TRANSPORT - MID DRV	39	30.0	270	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
SF2-03	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-C5A0-13-A4L</u>
SF2-04	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	<u>GS1SK6-C5A0-13-A4L</u>
SF2-05	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-R	<u>GS1SK6-B5A0-13-A40</u>
SF2-06	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-R	<u>GS1SK6-B5A0-13-A40</u>
SF2-07	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN	Eurodrive - KT	11A023-K-SK-H00-R	<u>GS1SK6-B5A0-13-A40</u>

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SF2-08	TRANSPORT - MID DRV	39	30.0	300	66	AMPMISER BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023- K-SK- H00-L	<u>GS1SK6- C5C0-13-A4L</u>
SF2-09	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023- K-SK- H00-L	<u>GS1SK6- C5A0-13-A4L</u>
SF2-10	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023- K-SK- H00-L	<u>GS1SK6- C5A0-13-A4L</u>
SF2-11	TRANSPORT - MID DRV	39	20.0	300	46	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023- K-SK- H00-L	<u>GS1SK6- B5A0-13-A40</u>
SF2-12	TRANSPORT - MID DRV	39	15.7	300	37	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-R	
SF2-13	DECLINE TRANSPORT	39	31.0	300	68	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-D18-R	
SF2-14	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023- K-SK- H00-L	
SF2-15	TRANSPORT - MID DRV	39	30.0	300	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023- K-SK- H00-L	
SF2-16	QUEUE	39	4.5	300	15		Eurodrive - KT	10A005- K-H00-R	
OG1-01	45° MERGE REVERSE	39	5.0	280	16		Eurodrive - KT	NA	<u>GS1SK6- B3A0-13-A40</u>
OG1-02	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
OG1-03	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005- K-H00-L	<u>GS1SK4- B2A0-14-A40</u>
OG1-04	QUEUE/DECL	39	4.5	180	15		Eurodrive - KT		
OG1-05	VSU ACTUATOR				6			NA	-
OG1-05	VSU/QUEUE	39	4.0	180	14				
OG1-05	VSU/QUEUE	39	4.0	180	14				
OG1-05	VSU/QUEUE	39	4.0	180	14				
OG1-06	TRANSPORT - MID DRV	39	30.2	180	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		

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OG1-07	TRANSPORT - MID DRV	39	12.3	180	31	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OG1-08	DECLINE TRANSPORT	39	17.7	180	41	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
OG1-09	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	GS1SK4-B2A0-17-A40
OG1-10	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	GS1SK4-B2A0-17-A40
OG1-11	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K-H00-L	GS1SK4-B2A0-17-A40
OG1-12	POWER CURVE - 45 DEG	39	4.5	180	15		Eurodrive - KT	NA	BY VENDOR
OG1-13	45° MERGE	39	5.0	210	16		Eurodrive - KT	NA	GS1SK6-B3A0-19-A40
RL-01	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-35-A40
RL-02	TRANSPORT - END DRV	39	9.0	120	24	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
RL-03	POWER CURVE - 90 DEG	39	9.0	150	24		Eurodrive - KT	NA	BY VENDOR
RL-04	TRANSPORT - END DRV	39	13.0	180	32	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
RL-05	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-L	GS1SK4-B2A0-14-A40
RL-06	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K-H00-L	GS1SK4-B2A0-12-A40
RL-07	QUEUE	39	4.5	240	15				
RL-08	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
RL-09	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	GS1SK6-B3A0-13-A40
OSRCL-01	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-14-A40
OSRCL-01	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-14-A40
OSRCL-02	POWER CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
OSRCL-03	POWER CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
OSRCL-04	TRANSPORT - MID DRV	39	30.0	240	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	GS1SK6-C5A0-15

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OSRCL-05	TRANSPORT - MID DRV	39	20.0	240	46	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK- H00-L	GS1SK6-C3A0-15- A40
OSRCL-06	TRANSPORT - MID DRV	39	15.0	240	36	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER			
OSRCL-07	SPIRAL CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
OSRCL-08	INCLINE TRANSPORT	39	22.8	240	52	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK- I18-R	GS1SK6-C5C0-15- A4R
OSRCL-09	POWER CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
OSRCL-10	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K- H00-R	GS1SK4-B2A0-12- A40
OSRCL-11	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005- K-H00- R	GS1SK4-B2A0-12- A40
OSRCL-12	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005- K-H00- R	GS1SK4-B2A0-12- A40
OSRCL-13	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
OSRCL-14	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	GS1SK6-B3A0-13- A4
CTCL3-01	QUEUE/INCL	39	4.5	210	15		Eurodrive - KT		
CTCL3-02	TRANSPORT - END DRV	39	8.0	240	22	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT		
CTCL3-03	POWER CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
CTCL4-01	QUEUE/INCL	39	4.5	210	15		Eurodrive - KT		
CTCL4-02	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K- H00	GS1SK4-C2A0-14- A4
CTCL4-03	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
CTCL4-04	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	GS1SK6-B3A0-13- A4
MU1	INCLINE DISPENSER - DR #1	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65- A5
MU1	INCLINE DISPENSER - DR #2	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65- A5
MU2	INCLINE DISPENSER - DR #1	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65- A5

Attachment C to Scope of Work/Services, Contract No. 23-015/MD

MU2	INCLINE DISPENSER - DR #2	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65-A5
MU3	INCLINE DISPENSER - DR #1	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65-A5
MU3	INCLINE DISPENSER - DR #2	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65-A5
MU4	INCLINE DISPENSER - DR #1	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65-A5
MU4	INCLINE DISPENSER - DR #2	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65-A5
MU5	INCLINE DISPENSER - DR #1	39	165.0	90	336		Eurodrive - KF	NA	GF2SK7-B5A0-65-A5
MU5	INCLINE DISPENSER - DR #2	39	165.0	90	6		Eurodrive - KF		
IB6	PALLET LOOP - DR #1							NA	NA
IB6-FD	FIRE DOOR							NA	NA
IB6-FD	FIRE DOOR							NA	NA
IB6-FD	FIRE DOOR							NA	NA
IB5-FD	FIRE DOOR							NA	NA
IB5-FD	FIRE DOOR							NA	NA
IB4-FD	FIRE DOOR							NA	NA
IB4-FD	FIRE DOOR							NA	NA
IB3-FD	FIRE DOOR							NA	NA
IB3-FD	FIRE DOOR							NA	NA
IB2-FD	FIRE DOOR							NA	NA
IB2-FD	FIRE DOOR							NA	NA
IB1-FD	FIRE DOOR							NA	NA
IB1-FD	FIRE DOOR							NA	NA
CS3-01	DECLINE TRANSP	39	32.2	90	70	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D22-L	GS1SK6-C2C0-44-A4L
CS3-01-FD	FIRE DOOR							NA	NA
CS3-02	TRANSPORT - MID DRV	39	7.5	120	21	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	GS1SK6-C2A0-30-A40
CS3-03	POWER CURVE - 90 DEG	39	9.0	150	24		Eurodrive - KT	NA	BY VENDOR
CS3-04	TRANSPORT - MID DRV	39	30.0	180	66	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	GS1SK6-C3A0-23-A40
CS3-05	TRANSPORT - MID DRV	39	30.0	210	66	BELTING, 36" BW, E12/2 O/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-L	GS1SK6-C3A0-19-A40

Attachment C to Scope of Work/Services, Contract No. 23-015/MD

CS3-06	TRANSPORT - MID DRV	39	30.0	240	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	GS1SK6-C5A0-15- A40
CS3-07	TRANSPORT - MID DRV	39	25.1	240	56	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-L	GS1SK6-C3A0-15- A40
CS3-08	TRANSPORT - MID DRV	39	29.0	240	64	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER			
CS3-09	TRANSPORT - MID DRV	39	18.2	240	42	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER			
CS3-10	SPIRAL CURVE - 90 DEG	39	9.0	240	24		Eurodrive - KT	NA	BY VENDOR
CS3-11	DECLINE TRANSP	39	22.9	240	52	BELTING, 36" BW, E12/2 O/V10 LG-FR GREEN AMPMISER	Eurodrive - KT	11A023- K-SK- D18-L	GS1SK6-C3C0-15- A4L
CS3-12	TRANSPORT - MID DRV	39	20.0	240	46	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023- K-SK- H00-L	GS1SK6-C3A0-15- A40
CS3-13	TRANSPORT - MID DRV	39	17.0	240	40	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER			
CS3-14	QUEUE/INCL	39	5.0	240	16		Eurodrive - KT	10A005-K- I03-L	GS1SK4-B2A0-12- A40
CS3-15	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K- H00-R	GS1SK4-B2A0-12- A40
CS3-16	QUEUE	39	4.5	240	15		Eurodrive - KT	10A005-K- H00-R	GS1SK4-B2A0-12- A40
CS3-17	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR
CS3-18	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	GS1SK6-B3A0-13- A40
OCS1-01	QUEUE	39	3.7	90	13		Eurodrive - KT	10A005-K- H00-L	GS1SK4-B2A0-35- A40
OCS1-02	DECLINE TRANSPORT	39	40.0	120	86		Eurodrive - KT	11A023-K- SK-D04-L	GS1SK6-C3A0-30- A4
OCS1-03	DECLINE TRANSPORT	39	20.0	150	46		Eurodrive - KT	11A023-K- SK-D04-L	GS1SK6-C2A0-27- A40
OCS1-04	TRANSPORT - MID DRV	39	26.8	150	60	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K- SK-H00-R	GS1SK6-C2A0-27- A4
OCS1-05	QUEUE	39	4.5	180	15		Eurodrive - KT	10A005-K- H00-R	GS1SK4-C2A0-17- A40
OCS1-06	QUEUE/INCL	39	4.5	210	15		Eurodrive - KT	10A005-K- I03-R	GS1SK4-B2A0-14- A40
OCS1-07	QUEUE	39	4.5	210	15		Eurodrive - KT	10A005-K- H00-R	GS1SK4-B2A0-14- A40
OCS1-08	POWER CURVE - 45 DEG	39	4.5	240	15		Eurodrive - KT	NA	BY VENDOR

Attachment C to Scope of Work/Services, Contract No. 23-015/MD

OCS1-09	45° MERGE	39	5.0	280	16		Eurodrive - KT	NA	GS1SK6-B3A0-13-A40
OCS1-FD	FIRE DOOR							NA	NA
OCS2-01	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-35-A40
OCS2-02	DECLINE TRANSPORT	39	40.0	120	86		Eurodrive - KT	11A023-K-SK-D03-R	GS1SK6-C3A0-30-A4
OCS2-03	DECLINE TRANSPORT	39	30.0	120	66		Eurodrive - KT	11A023-K-SK-D03-R	GS1SK6-C2A0-30-A4
OCS2-04	DECLINE TRANSPORT	39	16.5	120	39	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D03-R	GS1SK6-C2A0-30-A40
OCS2-05	POWER CURVE - 45 DEG	39	4.5	150	15		Eurodrive - KT	NA	BY VENDOR
OCS2-06	INCLINE TRANSPORT	39	7.7	150	21	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-I08-R	GS1SK6-B2A0-27-A40
OCS2-07	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-20-A40
OCS2-08	QUEUE	39	4.5	150	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-20-A40
OCS2-09	45° MERGE	39	5.0	150	16		Eurodrive - KT	NA	GS1SK6-B3A0-27-A40
OCS2-FD	FIRE DOOR							NA	NA
OCS3-01	QUEUE	39	4.5	90	15		Eurodrive - KT	10A005-K-H00-R	GS1SK4-B2A0-35-A40
OCS3-02	DECLINE TRANSPORT	39	40.0	120	86		Eurodrive - KT	11A023-K-SK-D04-R	GS1SK6-C3A0-30-A40
OCS3-03	DECLINE TRANSPORT	39	19.6	120	45		Eurodrive - KT	11A023-K-SK-D04-R	GS1SK6-C2A0-30-A40
OCS3-04	TRANSPORT - MID DRV	39	30.0	150	66	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D04-R	GS1SK6-C2A0-27-A40
OCS3-05	TRANSPORT - MID DRV	39	24.5	180	55	BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-D04-R	
OCS3-06	POWER CURVE - 90 DEG	39	9.0	210	24		Eurodrive - KT	NA	BY VENDOR
OCS3-07	TRANSPORT - MID DRV	39				BELTING, 36" BW, E12/2 0/V1 M-FR GREEN AMPMISER	Eurodrive - KT	11A023-K-SK-H00-R	GS1SK6-C2A0-19-A40
OCS3-08	QUEUE	39					Eurodrive - KT	10A005-K-H00-R	
OCS3-09	QUEUE/INCL	39					Eurodrive - KT	10A005-K-I03-R	
OCS3-10	POWER CURVE - 45 DEG	39					Eurodrive - KT	NA	BY VENDOR

Attachment C to Scope of Work/Services, Contract No. 23-015/MD

OCS3-11	QUEUE	39					Eurodrive - KT		
OCS3-12	45° MERGE	39					Eurodrive - KT	NA	GS1SK6-B3A0-19- A40
OCS3-FD	FIRE DOOR							NA	NA
IB1	PALLET LOOP – DR#1			90	6				
IB1	PALLET LOOP – DR#1			90	6				
IB2	PALLET LOOP – DR#1			90	6				
IB2	PALLET LOOP – DR#1			90	6				
IB3	PALLET LOOP – DR#1			90	6				
IB3	PALLET LOOP – DR#1			90	6				
IB4	PALLET LOOP – DR#1			90	6				
IB4	PALLET LOOP – DR#1			90	6				
IB5	PALLET LOOP – DR#1			90	6				
IB5	PALLET LOOP – DR#1			90	6				
IB6	PALLET LOOP – DR#1			90	6				

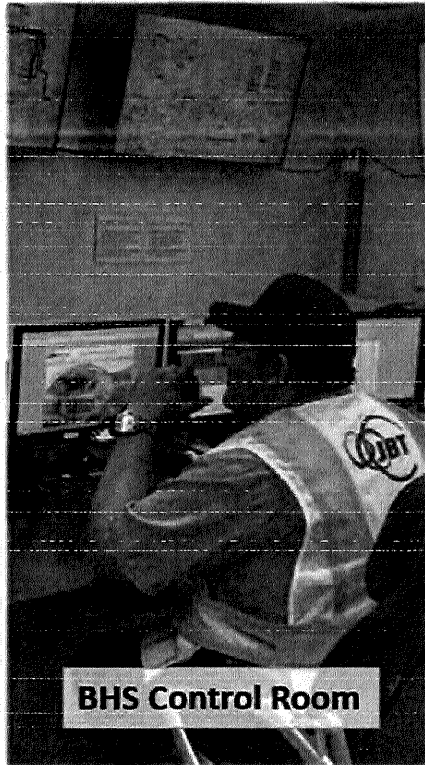
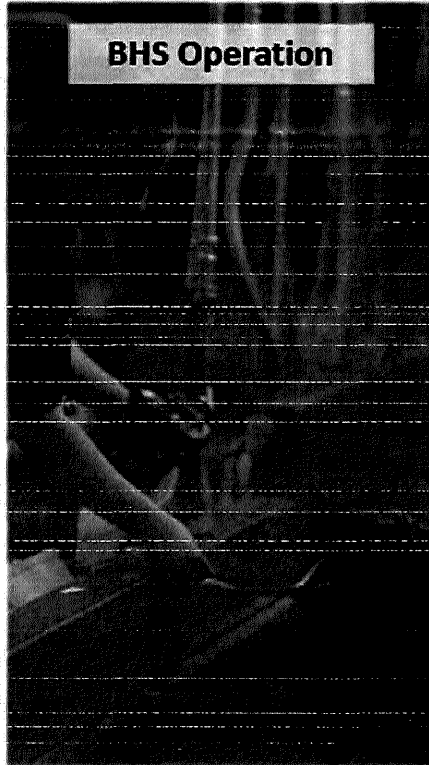
EXHIBIT B
CONTRACTOR'S PROPOSAL
Dated November 15, 2022
Contract No. 23-015/MD

(Consisting of 151 pages)



John Bean Technologies Corporation

1805 West 2550 South
Ogden, Utah 84401
(801) 629-3264



RFP NO. 23-015/MD



**Operation & Maintenance of
Baggage Handling Systems at
Palm Beach International Airport**

**Palm Beach County Board of
County Commissioners**

November 15, 2022



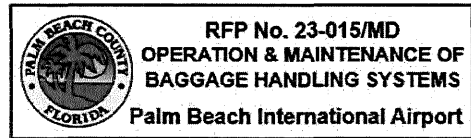
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➤ Letter of Transmittal

November 15, 2022

Palm Beach County
Board of County Commissioners
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

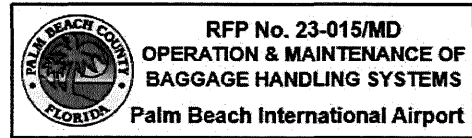
ATTN: Megan Davis, Buyer

RE: Operation & Maintenance of Baggage Handling Systems at Palm Beach International Airport – RFP NO. 23-015/MD

Dear Ms. Davis,

John Bean Technologies Corporation (JBT) appreciates the opportunity to participate in the above noted RFP solicitation, we assure the County of Palm Beach and Department of Airports (DOA) that we have thoroughly reviewed and closely examined the RFP solicitation with the General Information, General Terms and Conditions, Proposal Requirements, and Scope of Work/Services with attachments, appendices, and issued amendments that we have the capability, capacity, and qualifications to fully meet the required critical BHS Work/Services.

Since 2000, Airport Services, a business unit of JBT has been delivering exceptional technical and innovative Baggage Handling Systems (BHS) services for operating, maintaining, and repairing inbound and outbound systems. Our BHS experience and expertise includes management, operations, maintenance & repair services for inline Checked Baggage Inspection Systems (CBIS), Checked Baggage Reconciliation Areas (CBRA), and Baggage Claim Devices at eighteen (18) airports predominately in the United States. **It is our objective to utilize our comprehensive expertise and experience for delivering a safe, efficient, reliable, sustainable, cost-effective & quality-oriented in accordance with best industry practices at Palm Beach International Airport (PBIA) .**



The following is the requested information:

Company: John Bean Technologies Corporation (JBT) a public traded company on the NYSE: JBT (www.jbtc.com) with Airport Services, a business unit of the corporation

Address: 1805 West 2550 South, Ogden, Utah 84401

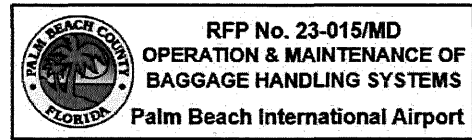
Contact: Frank Moore, President/General Manager, Airport Services (authorized to execute all instruments in the ordinary course of business for John Bean Technologies Corporation pertaining to the business unit Airport Services – see Delegation of Signature Authority follow the Letter of Transmittal)

Phone: Office (801) 629-3264; Mobile (801) 940-1850

Email: frank.moore@jbtc.com

Our proven record and reputation over the years demonstrates our commitment to actionable response and resolution aimed at maximizing equipment availability and reliability, and to deliver the required services and key performance metrics. We plan to use our local PBIA staff to execute the planned upgrades with Brock Solutions over years 1 & 2, as needed we call upon the valuable support and service of our internal BHS Technologies Team for technical expertise on BHS Automation and Controls. **The BHS Technologies Team has developed and maintained a favorable working relationship with Brock Solutions as we have collectively worked as partners on multiple BHS projects in North American.** Additionally, we will use the BHS Technologies Team as needed for providing advanced technical training and development for the PBIA staff on site.

Our BHS proposal includes a total headcount of seventeen (17) full-time employees to meet the requirements of the RFP specification. In an effort to provide support for the S/M/WBE program, we plan to use Systems Integration & Maintenance, Inc. (SIM), a Small Business Enterprise (SBE) to provide an



annual year-over-year average of 17.60% over the total 60 month proposed maintenance fee. We confirm that nothing is more critical than onboarding a qualified & experienced O&M Manager to provide the leadership and direction for executing the required Scope of Work/Services. Under the skillful guidance of our proposed Management Team, O&M Manager, Jose Vazquez, and Assistant O&M Manager, David Moore, we confirm that these highly skilled and trained leaders meet the required qualifications as defined in the RFP specification. **We have complete confidence that this “Dynamic Duo” will provide the vigilant oversight of the BHS O&M Scope of Work/Services that the County and DOA are expecting and requiring.**

If we are the successful bidder, we respectfully request consideration for these two (2) Articles:

ARTICLE 16 – INDEMNIFICATION: Please add the following statement to the Article:

The Contractor’s indemnity obligations will be limited to the extent that any loss or damages was caused by the Contractor its employees, agents, subcontractors, or affiliates. Contractor will not be liable in contract, tort, or otherwise, directly or under indemnity, for any incidental, special, indirect, or consequential damages, including but not limited to, lost profits, loss of use or production, or damage to property or facilities, regardless of cause. Without limiting Contractor’s obligations as to repair or replacement of defective parts or services, and to indemnify County with respect to patent infringement claims, in no event shall Contractor’s total aggregate liability under this contract exceed the lesser of the contract value or \$1,000,000.

ARTICLE 7 – TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

As it pertains to Article 7, JBT would like to clarify that we do not have any most favored customer clauses in any of our current contracts for the same or substantially similar services. However, per Section 2.15 of the RFP, we believe that a reasonable alternative to



evaluate our proposal is the current market pricing submitted by the bidders for this procurement.

Finally, we accept the charge to carry out and perform our covenants, obligations, duties, and responsibilities under the RFP Scope of Work/Services to minimize any interference and/or interruption of BHS Work/Services at PBIA. It is our commitment to deliver exceptional performance services with the focus aimed at delivering value, benefit, and results to the County. We trust that the information contained in our proposal response not only meets with your stated requirements, but also demonstrates our absolute commitment to the County & DOA. However, if there are any additional details or information required to clarify or expand upon our offer, please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink that reads "Frank Moore".

Frank Moore
President/General Manager
JBT Airport Services



JBT AeroTech Corporation
70 West Madison Street
Suite 4400
Chicago, Illinois 60602

DELEGATION OF SIGNATURE AUTHORITY

By resolution of the Board of Directors of John Bean Technologies Corporation (the "Corporation"), I was vested with authority, in my capacity as Executive Vice President, to execute, and to delegate to any person authority to execute, all written instruments whatsoever pertaining to matters that are in the ordinary course of business of the Corporation.

Pursuant to this authority, I hereby authorize Frank Moore, President/General Manager of Airport Services, a business unit of the Corporation, to execute and to deliver all written instruments whatsoever which are in the ordinary course of business of the Corporation that pertain to Airport Services.

The authority conveyed by this delegation of signature authority may not be further delegated.

This delegation shall become effective on 13 January 2022 and shall continue in effect through 31 December 2022, unless revoked earlier in writing.

Dated: January 13, 2022.

John Bean Technologies Corporation

By:

A handwritten signature in cursive script, reading "David C. Burdakin", written over a horizontal line.

Name: David C. Burdakin

Title: Executive Vice President

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 23-015/MD

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their 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 of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their 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 proposals.

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

Whenever two (2) or more 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 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 Frank Moore the
(Individual's Name)

President/General Manager, Airport Services of John Bean Technologies Corporation
(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.

Frank Moore
Signature

11-01-2022
Date

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 23-015/MD

TO: **PALM BEACH COUNTY CHIEF OFFICER,**
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared
Frank Moore, hereinafter referred to as "Affiant," who being by me first duly sworn,
under oath, deposes and states as follows:

1. Affiant appears herein as:
[] an individual **or**
[X] the President/GM of Airport Services of John Bean Technologies Corporation
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 1805 West 2550 South, Ogden, Utah 84401

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Frank Moore

Frank Moore, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 3rd day of November, 2022, by
Frank Moore [X] who is personally known to me or [] who has produced

as identification and who did take an oath.

Nedessna Sanchez Zeledon

Notary Public
Nedessna Sanchez Zeledon
(Print Notary Name)
State of Florida at Large
My Commission Expires: October 21, 2023

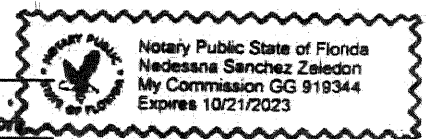


EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

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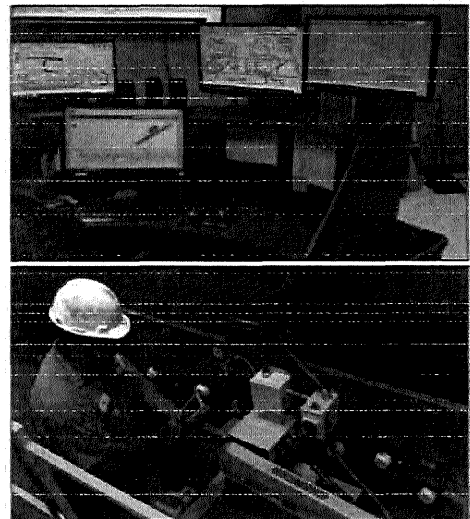


SECTION 1: EXPERIENCE / QUALIFICATIONS / BACKGROUND / REFERENCES INFORMATION

1.1 Proposer Detailed Statement:

John Bean Technologies Corporation (JBT) a public traded company on the NYSE: JBT (www.jbtc.com) with Airport Services, a business unit of the corporation. Since 2000, JBT Airport Services has been delivering exceptional technical and innovative Baggage Handling Systems (BHS) services for operating, maintaining, and repairing inbound and outbound systems. Our BHS experience and expertise includes management, operations, maintenance & repair services for inline Checked Baggage Inspection Systems (CBIS), Checked Baggage Reconciliation Areas (CBRA), and Baggage Claim Devices at multiple airports across the country. We confirm that we exceed the minimum five (5) years of sustainable BHS services required by Palm Beach County.

Through our longstanding BHS experience, we have established a proven reputation in the industry and have develop excellent working relationships with the BHS Manufacturers, Control Companies, and Supply Companies. BHS Original Equipment Manufacturers (OEM) include Daifuku, Vanderlande, Siemens, Beumer, Five Star Airport Alliance, and others. BHS Control Companies include Brock Solutions, KASA Controls & Automation, Rockwell Automation – Allen-Bradley/ControlNet, CLX Engineering, Alliant Technologies, Intellimodus, and others. BHS Supply Companies include Unified Supply, SICK, SEW, Sumitomo, Portec, Transnorm, and others.



Our comprehensive BHS experience includes providing trained, qualified, capable, and dedicated Team Members to service and support electrical, electronics, controls, software, hardware, and mechanical systems and subsystems for all types of BHS conveyance equipment.



Our BHS controls & application experience includes but is not limited to the following:

- Sortation Systems & Applications
- Upper/Lower Level Controls Support
- Servers & Computers
- Communication & Network Systems
- Human Machine Interfaces (HMI)
- Maintenance Diagnostic Systems (MDS)
- Automatic Tag Readers (ATR)
- Baggage Dimensioning Devices (BDD)
- TSA's Planning Guidelines & Design Standards (PGDS)
- Computerized Maintenance Management Systems (CMMS)
- Emergency Response, Contingency & Fallback Plans
- Hygiene Operational Plans

Our BHS electrical/mechanical experience includes but is not limited to the following:

- Motor Control Panels (MCP)
- Programmable Logic Controllers (PLC)
- Variable Frequency Drives (VFD)
- Motor Starters
- Motor, Reducers & Gear Boxes
- Distribution & Disconnect Panels
- Control Stations & Devices
- Field Control Devices (photoeyes, photocells, limit switches, control stations/devices, pushbutton, audio/visual alarms, etc.)



- Conveyance Equipment (transport, queue, mergers, power turns, etc.)
- Diverters, Pushers & Vertisorts
- Claim & Make-up Units (flat or slope plates)
- Fire & Security Doors

Our BHS operational experience includes but is not limited to the following:

- Baggage Control Room Management
- System Monitoring, Notification & Dispatching
- Bag Tag Label Printing
- Baggage Hygiene
- Bag Jam Clearing
- Manual Encoding
- Bag Tub Retrieval
- System Cleaning

JBT Airport Services currently provides BHS Operation & Maintenance (O&M) Services at eighteen (18) Airports as shown on the U.S. map with additional projects in Jamaica, Aruba, and Guam.





We currently employ nearly 1,000 Full-Time Employees (FTEs) or Team Members in delivering critical airport services covering over 50.0 miles of baggage conveyance lines. The following is our current list of active projects by Airport Code, Customer, and Technical Services provided for Baggage (BHS), Gate (PBB), and Facility (FAC) Systems:

Airport	Customer	BHS	PBB	FAC
		Conveyor (ft.)	Total (ea.)	Total (M ft2.)
AUA	Aruba Airport Authority	6,200	8	0
BHM	Birmingham Airport Authority (BAA)	3,600	19	0
CVG	Kenton County Airport Board (KCAB)	0	49	0
DFW	Dallas/Ft. Worth International Airport Board	0	0	3.1
GUM	United Airlines	0	17	0
HNL	Airlines Committee of Hawaii, Inc. Airline Consortium	28,000	61	0
IAD	Metropolitan Washington Airports Authority (MWAA)	33,175	0	0
IAH	United Airlines - Terminals B, C & E	0	103	6.8
IAH	City of Houston - Terminals A & D	0	32	0
ITO	Airlines Committee of Hawaii, Inc. Airline Consortium	1,600	7	0
KIN	PAC Kingston Airport Limited (PACKAL)	2,640	9	0
KOA	Airlines Committee of Hawaii, Inc. Airline Consortium	1,800	0	0
LAX	American Airlines - Terminal 4 & 5	0	0	1.2
LAX	Delta Air Lines - Terminals 2 & 3	15,800	0	1.2
LAX	TBITEC Airline Consortium - Terminal 5	8,700	13	0
LIH	Airlines Committee of Hawaii, Inc. Airline Consortium	1,500	8	0
MBJ	MBJ Airports Limited	8,200	18	0
MCO	Greater Orlando Aviation Authority (GOAA)	0	15	0
MIA	Miami-Dade Aviation Department (MDAD) - Terminal South & Central	26,400	0	0
OGG	Airlines Committee of Hawaii, Inc. Airline Consortium	9,500	16	0
ONT	ONT-TEC Airline Consortium	10,000	26	4.5
PHL	PhiliTEC Airline Consortium - All Terminals	35,900	114	0
PHX	American Airlines - Terminal 4	21,000	48	0
SLC	SLC Department of Airports & SLATEC Airline Consortium	36,960	47	0
SNA	County of Orange/Airport Authority	15,800	20	0
TOTAL		266,775	630	16.8

1.2 References:

The following are four (4) currently active BHS management, operations, maintenance, and repair projects that exceed the annual value requirements of the RFP specification and that demonstrate our successful BHS O&M Services: (Additional references available upon request)



Miami Dade Aviation Department at Miami International Airport (MIA)

Client Name: Mr. Ralph Cutié - Director and Chief Executive Officer

Address: 4200 NW 36th St., Miami, FL 33126

Phone Number: (305) 876-7066

Email: rcutie1@miami-airport.com

Contract Duration: Initial contract 2006 - 2015; Current contact Jun 2015 – Dec 2022
(New seven-year Contract Award for JBT under final county approval)

Annual Amount: \$11.9M / Year

Staffing: 99 Total FTEs (JBT Employees = 66 & SBE Subcontractor Employees = 33)

Project Description:

JBT provides O&M Services for the In-Line BHS for the Miami Dade Aviation Department at Miami International Airport South and Central Terminals. The BHS consists of two independent systems of approximately 26,400 linear feet of baggage conveyance with twelve (12) Explosive Detection Systems (EDS) - 6 at South Terminal & 6 at Central Terminal processing approximate 20,000 bags per day (Peak demand over 25,000 bags) which serves over 25 different international air carriers. We provide INFOR EAMS/CMMS complete with asset, work, and inventory management.



PhiliTEC Airline Consortium at Philadelphia International Airport (PHL)

Contact Name: Mr. Bruce Miller – PhiliTEC General Manager

Address: Philadelphia International Airport, 498 Powhattan Ave., Suite #2, Box #376
Essington, PA 19029-9988

Phone Number: (856) 617-3822

Email: b.miller@avairprosservices.com

Contract Duration: Current contract Aug 2017 – Feb 2023

Annual Amount: \$15.8M / Year

Staffing: 104 Total FTEs (JBT Employees = 86 & M/WBE Subcontractor Employees = 18)

Project Description:

JBT provides O&M Services for the In-Line BHS and PBB for Philadelphia Terminal & Equipment Company (PhiliTEC) at Philadelphia International Airport including all terminals (A-East, A-West, B, C, D, E, & F). The BHS consists of approximately 35,900 linear feet of baggage conveyance with thirty (30) Explosive Detection Systems (EDS) and 30+ carousel units with multiple pushers and diverters processes approximately 30,000 bags per day (Peak demand over 50,000 bags). The PBB consists of one hundred twelve (112) Jet Bridges with associated gate equipment. JBT also maintains the PHL airport entire parts inventory with an estimated value of over four (\$4M) million dollars. JBT manages the city owned Maximo EAM/CMMS database by entering and analyzing the critical data.



County of Orange Airport Authority at John Wayne Airport (SNA)

Contact Name: Mr. Kevin Flynn – Manager Facilities Service Contracts
Address: 18601 Airport Way, Santa Ana, CA 92707
Phone Number: (714) 679-1432
Email: kbflynn@ocair.com
Contract Duration: Initial contract 2001 – 2019; Current contract Jan 2019 – Jan 2024
Annual Amount: \$4.7M / Year
Staffing: 30 JBT Employees

Project Description:

JBT has been the O&M Service Provider for the In-Line BHS and PBB for the County of Orange Airport Authority at John Wayne Airport at Terminals A, B & C for over twenty (20+) years. At SNA, JBT was one of the first Service Providers to manage one of the first TSA In-Line BHS with Checked Baggage Inspection Systems (CBIS) and Checked Baggage Reconciliation Areas (CBRA). The airport in Orange County has the highest density of traffic as measured in annual passengers per gate of any airport in the US which makes equipment availability a critical factor to operational efficiency and success. The BHS consists of approximately 15,800 linear feet of baggage conveyance with twelve (12) Explosive Detection Systems (EDS) processing approximately 8,000 bags per day. The PBB consists of twenty (20) Jet Bridges with associated preconditioned air and ground power units. We provide INFOR EAMS/CMMS complete with asset, work, and inventory management.



SLC Department of Airports & SLATEC Airline Consortium at Salt Lake City International Airport (SLC)

Contact Name: Mr. Eddie Clayson – Director of Airport Maintenance, SLC Department of Airports
Address: 776 North Terminal Drive, Salt Lake City, UT 84122
Phone Number: (801) 531-4553
Email: eddie.clayson@slcgov.com
Contract Duration: Initial contract 2013 – 2020; Current contract Jul 2020 – Jun 2026
Annual Amount: \$2.0M / Year
Staffing: 36 JBT Employees

Contact Name: Mr. Don McLeish – General Manager, Salt Lake Airline Terminal & Equipment Consortium (SLATEC)
Address: W Terminal Drive, Salt Lake City, UT 84122
Phone Number: (801) 205-7427
Email: d.mcleish@avairprosservices.com
Contract Duration: Current contract Jul 2020 – Jun 2025
Annual Amount: \$3.3M / Year
Staffing: 40 JBT Employees

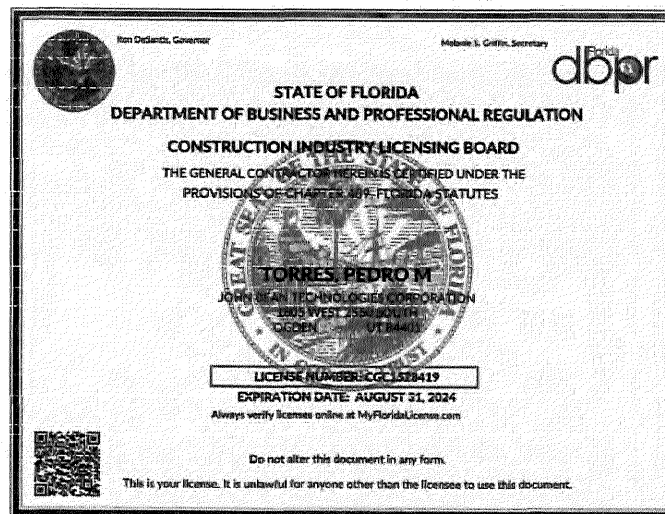
Project Description:

From 2013 to 2020, JBT provided the BHS Operation & Maintenance Services for the older SLC Airport. In July 2020, JBT was awarded by the SLC Department of Airports for the Maintenance Services and by the Salt Lake Airline Terminal & Equipment Consortium (SLATEC) for the Operation Services for the newly constructed SLC Airport consisting of approximately 35,900 linear feet of baggage conveyance processing approximately 7,400 bags per day (Peak demand over 13,000 bags).

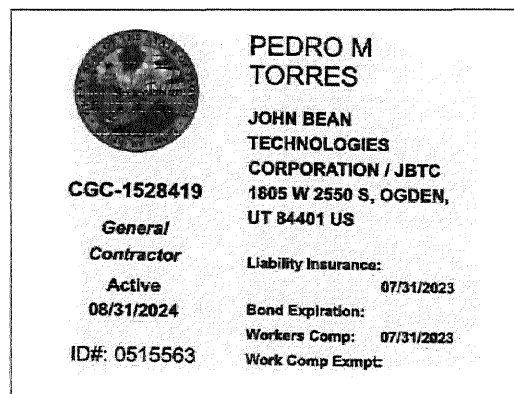


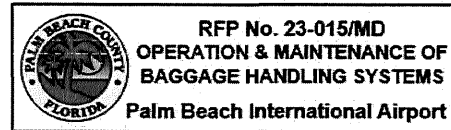
1.3 License:

John Bean Technologies Corporation (JBT) is a responsible and responsive contractor, the following is a copy of our current State of Florida – Certificated General Contractor License: (License Number: CGC1528419 assigned under the name of Pedro M. Torres with the expiration date of August 31, 2024)



See enclosed the Palm Beach County Certificate No. CGC-1528419 for John Bean Technologies Corporation (ID#: 0515563) active 08/31/2024:





SECTION 2: PROJECT APPROACH / UNDERSTANDING INFORMATION

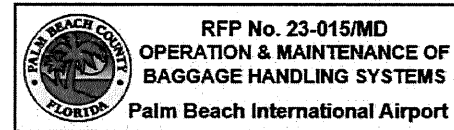
2.1 Methodology Approach:

We will deliver a proactive maintenance program in accordance with Original Equipment Manufacturers (OEM) recommendations & industry best practices. Our program will provide 24-hours per day and 7-days per week maintenance services consisting of reactive, preventive, predictive, and corrective maintenance. In our years of experience, a properly developed and implemented Preventive Maintenance Inspection (PMI) program will result in reducing unplanned and unscheduled maintenance activities which typically disrupt operations and requires immediate fix and repair services.

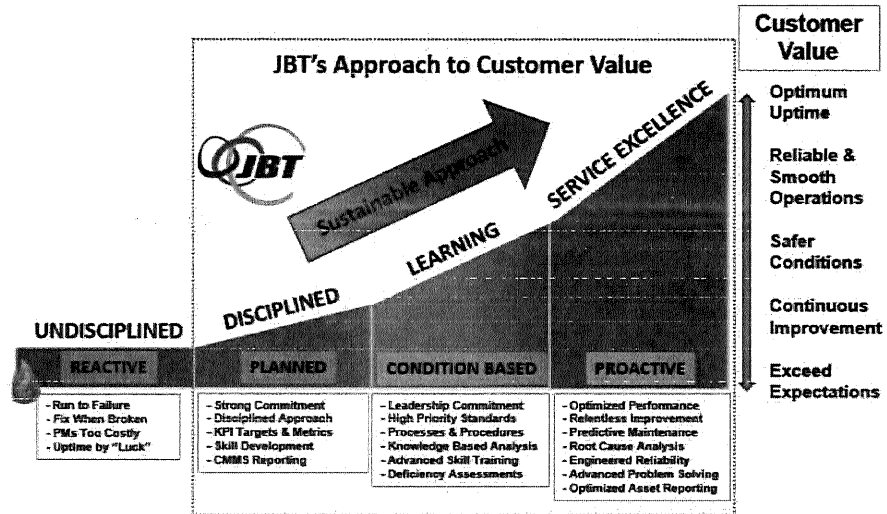
Our program objective is aimed at delivering normal and smooth daily operations to avoid any disruptive services to the airlines and airport stakeholders. We confirm that our proactive maintenance program will comply with the OEM maintenance, operation, and warranty requirements including:

- Reactive Maintenance: Rapid response to calls, requests, alerts, alarms, faults, or DOA generated work orders include any emergency situations.
- Preventive Maintenance: Our PM program will be in full compliance with the Department of Airports (DOA) as outlined in the Scope of Work/Services – Attachment B: PM Inspection Checklist.
- Corrective Maintenance: Rapid resolution to system or subsystem malfunctions with timely diagnostic troubleshooting and corrective repair activities within the 15-minute required time restrictions.

We confirm that we will exceed the 97.0% monthly PM completion by setting the objective for achieving 100.0% monthly PMI completion. We plan to deliver a proactive PMI program that creates a sustainable approach through delivering "Service Excellence" with optimized performance, relentless improvement, predictive maintenance, root cause analysis, engineering reliability, high-level problem solving, and optimized asset reporting.



The illustration demonstrates our commitment to proactive maintenance aimed at delivering customer value:



We will utilize our comprehensive expertise and experience as the methodology for delivering a safe, efficient, reliable, sustainable, cost-effective & quality-oriented in accordance with best industry practices. Our proactive maintenance program will deliver the required Key Performance Indicators (KPI), or Performance Metrics required by the DOA including meeting or exceeding the Availability, Sortation, and Read Rates measurements. We are committed to achieving and delivering the following measurements:

- Availability: We confirm that we will meet or exceed the 99.5% Availability metrics for each system or subsystems calculated on a monthly basis as defined in the Scope of Work/Services specification.
- Sortation: We confirm that we will meet or exceed the 95.0% Sortation accuracy metrics calculated on a monthly basis by maintaining all tracking devices including encoders, programmable logic controllers, automatic tag readers, computer system databases, etc.
- Read Rates: We confirm that we will meet or exceed the 95.0% Read Rate metrics calculated on a weekly basis measuring the ten-digits bag tag number including the city and pier codes.



Our program will deliver a proactive reactive & corrective maintenance program as we embrace our duties and responsibilities for rapid actionable response and resolution to any defects, failures, malfunctions, or any other unusual circumstance that adversely impacts the normal and smooth operation of the BHS systems, subsystems and/or equipment. For work orders requiring corrective repair maintenance, we will categorize the urgency for addressing these critical corrective work orders:

- Priority One - Requires Immediate Repair: These repairs are typically emergencies or unplanned/unscheduled work orders which require immediate actionable response and resolution to repair of defects, failures, or malfunctions that will have an adverse impact on the normal or smooth operation of the equipment and/or systems and that could relate to life, safety, or health risks. These emergencies require “all-hands-on-deck” to immediately correct the situation as to minimize equipment and/or systems downtime. All “Priority One” situations will be communicated and coordinated with the appropriate airport and airline stakeholders.
- Priority Two - Requires 24-Hour Repair During Non-Operational Hours: These repairs are critical issues identified during the daily maintenance checks or inspections that do not shutdown the system or cause an outage but will require corrective repair maintenance during the next maintenance period when the equipment and/or system is idle or shutdown to allow for the necessary repair time without affecting normal or smooth operation of the equipment and/or systems. The “Priority Two” situations will be communicated and coordinated with the appropriate airport and airline stakeholders.
- Priority Three - Requires Planned & Scheduled Repair During Non-Operational Hours: These repairs are non-critical issues identified during the maintenance checks or inspections where the corrective repair maintenance work activities can be planned and scheduled in the near future with full coordination of labor, parts, and material resources including coordination with all airport and airline stakeholders. The



“Priority Three” situations will be communicated and coordinated with the appropriate airport and airline stakeholders.

2.2 County Resources:

We acknowledge that the DOA will provide the necessary employee accommodations including office & shop space, break areas, locker rooms, and storage areas. We recognize that it will be our responsibility to keep these areas neat and clean. We believe that with these provided accommodations that we will be able to deliver the required Operations and Maintenance for the BHS CBIS/CBRA at PBIA.

As part of our Relentless Continuous Improvement (RCI) program, we will implement our LEAN 5S program which RCI tool helps organize our workspaces including identifying and storing items, tools, parts, supplies, materials, & equipment in more sustainable efficient and effective manner. 5S is a methodology for organizing, cleaning, developing, and sustaining a more productive work environment by not only making work areas more efficient but also contributes to higher quality and safer work environments.

2.3 Control Resources:


We plan to utilize the expertise and experience of our staff including the onboard Journeyman Electrician (Licensed in the State of Florida) and Maintenance Technician(s) to address the operation and maintenance requirements of the BHS electronic components including software, hardware, networking, interface, communication, Virtual Private Network (VPN), Programmable Logic Controllers (PLC), and upper/lower level controls. Our technical staff will have the duties and responsibilities to maintain and repair all electrical, mechanical, and control devices. Each Technician will be competent and versed in the operation and maintenance of all equipment and systems specified in the Scope of Work/Services.

As part of our BHS technical service offering, the local Team at PBIA will have the support, service, and resources from our internal JBT BHS Technologies Team with expertise for BHS Automation & Controls









as well as providing advanced technical training. As a responsible service provider, we have assembled a dedicated Team of BHS experts and professionals, based at various locations across the U.S., to provide continuous support & service for our various BHS O&M service contracts nationwide. The following is list of Team Members and services provided:

JBT BHS Technologies Team



Additional Bench Strength & Technical Support

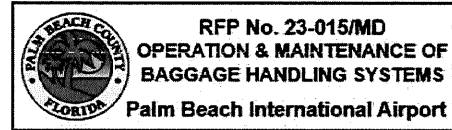
 John Blakemore Director BHS Technologies	 Terry Gallagher BHS Senior Program Manager - Business Development
 Ryan Pulis BHS Senior Controls Engineer	 Richard Fevang BHS Senior Program Manager
 Greg Jones BHS Senior Controls Engineer	 Mark Bentley BHS Senior Program Manager

The JBT BHS Technologies Team provides the following:

- BHS high-level O&M system support
- Advanced technical training & development
- Comprehensive deficiency & condition reports
- Optimize system performance & throughput rates
- Performance management for system reliability
- Equipment end-of-life / obsolescence evaluations & recommendations
- Design-Build-Install-Integrate capabilities for lower-level controls & mechanical systems
- TSA PGDS compliance for Checked Baggage Inspection Systems & active members of TSA PGDS IWG (Industry Work Group)
- Contingency & fallback plan development

The BHS Team has over 130+ years of combined BHS experience formerly with Daifuku Webb, Siemens, BNP & Cognex including mechanical & controls engineering, system design, project support & service

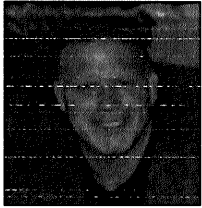
Our JBT Technologies Team will provide the necessary support for the BHS upper and lower controls via phone support, VPN access support, or in-person on-site support as necessary including supporting any system faults or failures. The Technologies Team will also support the local Team with reviewing, evaluating, developing, and upgrading contingency, backup, or fallback planning. Our BHS Technologies Team is capable of providing design, install, & fabrication services for system upgrades and other associated BHS project work. Our technical service offering revolves around building a culture aimed at delivering industry best practices and in compliance with



TSA's Planning Guidelines & Design Standards (PGDS) and achieving equipment reliability and availability for optimal BHS performance.

The following are bios on our key members of the BHS Technologies Team:

John Blakemore, Director BHS Technologies, delivers professional BHS experience including program



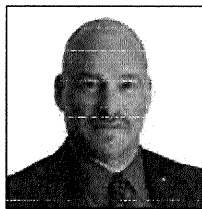
and project management. John has over 23+ years of professional BHS experience including program and project management. In 2017, John joined JBT in building a dedicated BHS Team to provide design, build, and install projects for Airports and Airlines. Prior to joining JBT, John was employed by Daifuku BCS Group serving in positions as VP of Strategic

Projects, and as Director Project Management and Mechanical Engineer for Jervis B. Webb Company. As JBT BHS Technologies Director, John with his team of BHS professionals, brings extensive expertise and experience in design, build, and install projects to Airport Baggage Handling Systems nationwide in compliance with TSA's Planning Guidelines & Design Standards (PGDS).

John's responsibilities include:

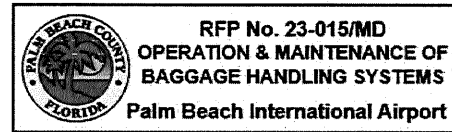
- Oversight of overall program development and execution
- Support Program Managers with oversight of subcontractors and internal support of JBT O&M Teams
- TSA PGDS Committee member for BHS design compliance with TSA Standards

Richard Fevang, Sr. Program Manager – Technical Compliance, delivers professional BHS experience in



all aspects of system characteristics. Rich is a former BNP Associates employee as a Senior Project Manager and System Designer. Rich brings extensive experience in project management, specification writing, conceptual & detail design, and contract document development and implementation of baggage and material handling systems. His varied

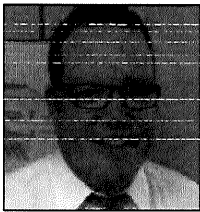
range of projects includes site management, specializing in site surveys, system auditing, on-site owner, and TSA final acceptance testing responsibilities for Airport Baggage Handling Systems with over thirty-six (36) years of BHS experience.



Rich's responsibilities include:

- Leading all levels of program management with a concentration on Technical Compliance
- Assisting with coordination of subcontractor management, including designers and installers
- Oversight for technical design review and submittal development
- JBT representative for development of TSA PGDS Industry Work Group (TSAIWG) standards

Mark Bentley, Sr. Program Manager – Commercial Compliance, delivers professional BHS experience



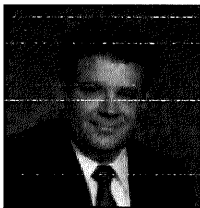
including program and project management. Mark is a former Daifuku America, Jervis B. Webb Company employee as Executive Director of Project Management in Airport Baggage Handling, Automotive, and Distribution. Mark brings over twenty-eight (28) years BHS experience successfully delivering multi-million dollar projects as the Project Management

Executive Director. He has brought extensive experience in Project Management with superior project integration, planning, and execution.

Mark's responsibilities include:

- Leads all levels of program management including Standard Operating Procedures (SOP)
- Assisting with coordination of subcontractor management, including designers and installers
- Oversight for all aspects of project related contractual compliance from the proposal to closeout
- Provide expert commercial consultation for BHS control systems

Ryan Pulis, Sr. Controls Engineer, provides professional controls and engineering development for direct



oversight of our BHS Controls Contractors. Ryan has as over twenty- three (23) years of BHS experience at major airports across the county with expertise for both BHS lower and upper level controls and actively maintains an electrical license. In 1998, he began his extensive training and on-hands controls development with Johnson Controls. In 2002, he

joined JBT and has worked at IAH in the BHS hub operation for United Airlines including in supporting most of our BHS O&M Startups nationwide, and in his current role as BHS Director of Engineering.



Ryan's responsibilities include:

- Assisting with operational startup and coordination on all BHS O&M equipment
- Provide Low Level programming modifications and code review
- Providing expert onsite technical consultation for BHS controls systems
- Perform commissioning plan and testing oversight including controls engineering documentation

Gregg Jones, Sr. Controls Engineer, provides professional controls and engineering development with



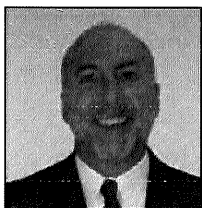
direct oversight of our BHS Controls Contractors. Gregg has over twenty-five (25) years of industry experience, Gregg is an industry leader in developing PLC code for the most advanced CBIS/BHS Systems in the world. Gregg is an expert at low level design, hardware and CAD MCP design/drawings, programming, and development. Gregg has provided highly

integrated systems in the BHS industry with great success and customer satisfaction. Gregg is also proficient with documenting existing conditions and engineering plans.

Gregg's responsibilities include:

- Direct oversight of BHS Controls subcontractors including controls engineering and site assessment
- PLC programming development and modifications
- Management of controls engineering documents and bill of materials (BOM)
- Oversight of system startup, testing, commissioning, deficiency assessment, & system resolution

Terry Gallagher, Senior Program Manager - Business Development & Procurement, Terry have over twenty-



eight (28) years of management experience include sales, operations, HR, P&L, contracts, and project management. Terry is responsible for successful Business Development execution to ensure project deliverables, agreements, and terms are reviewed and executed.

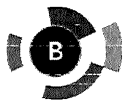
Terry's responsibilities include:

- Execution of RFP responses, project estimation, scheduling, contract review, and negotiations
- Present innovative solutions and clarifications for senior management



- Review system design concepts, and specifications
- Provide continuous improvement for overall project performance, functionality, and reliability

Another benefit of our JBT BHS Technologies Team, since 2001, our Team has developed and maintained a positive working relationship with Brock Solutions as we have collectively worked as partners on multiple BHS projects in North American including support and service on upper and lower controls, system refurbishments, and condition assessments. Through are ongoing relationship, JBT will be able to meet the installation requirements and qualifications for the Brock Solutions BHS Upper Level Control System Upgrade – Server Installation Support as defined in the Scope of Work/Services – Attachment A with our local staff at PBIA and as needed support and service from our BHS Technologies Team.



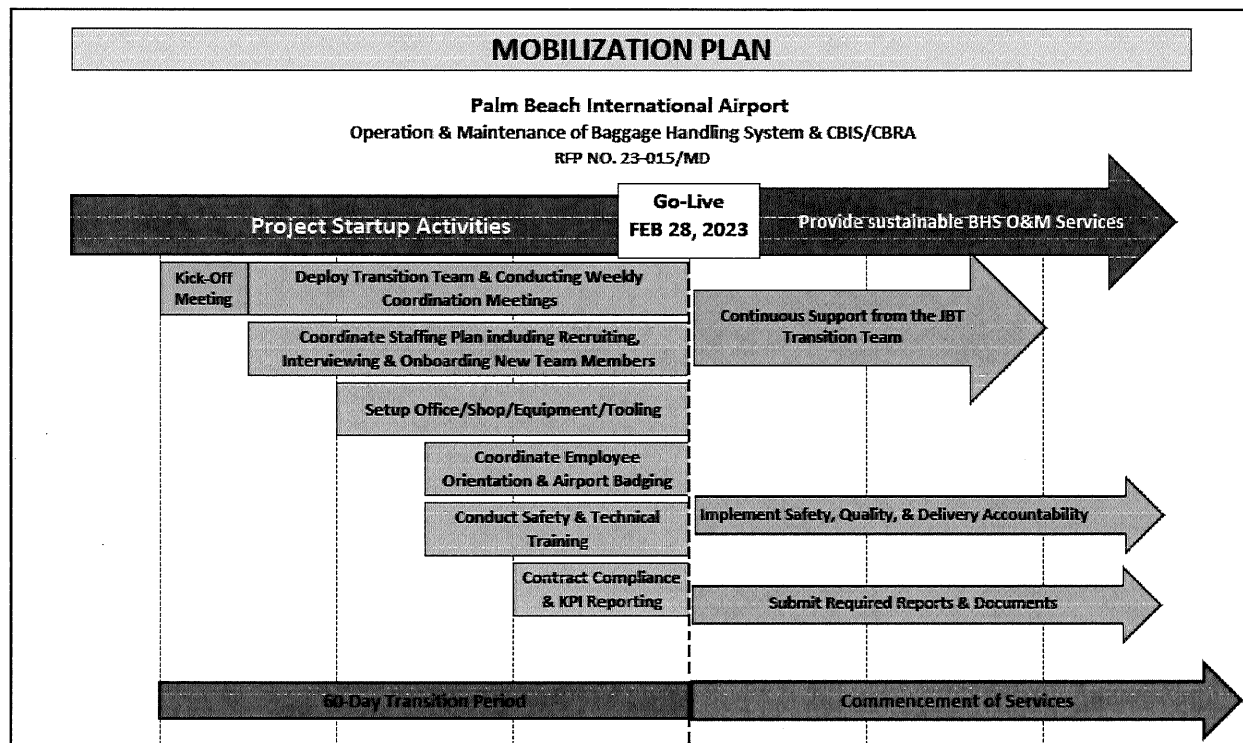
BROCK solutions *"Brock Solutions has collaborated with JBT on multiple Baggage Handling Systems across NorthAmerica. Our successful relationship started in 2001... **In working with JBT, Brock has found them to be professional, responsive, knowledgeable, and technically competent. Additionally, they are a great team to work with...**"*

Phong Hoang, Business Development Manager, Brock Solutions



2.4 Mobilization Timeline:

The following is a basic Mobilization Timeline which we will submit a more comprehensive plan upon notification of award with specific assignments and details with specific due dates for completion: **(We plan to be fully staffed at the time of the go-live startup date of February 28, 2023)**



JBT accepts the responsibility to execute a seamless and smooth startup with sustainable service throughout the term of the contract aimed at zero interference, interruption, or disruption of services as we fully understand the impact these critical operation & maintenance services will have on airport & airline stakeholders and ultimately on the traveling public.



2.5 Response to Emergency Repairs:

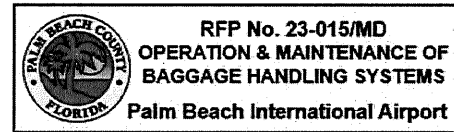
The following is our detailed plan for addressing Emergency Repair Requirements and Warranty Management:

Emergency Repair Requirements: As noted above, we will categorize the urgency for addressing all corrective repair work orders by Priority 1, 2, or 3. All Emergency Repairs which must be fixed immediately will be issued as "Priority One". For these emergencies, we will deploy rapid actionable response and resolution to repair the equipment to avoid adverse impact on the operation of the equipment and/or systems. We will immediately deploy adequate staffing to respond to all emergency jams, stops, issues, faults, failures, outages, overloads, and/or malfunctions with two (2) minutes of time restriction.

We acknowledge that all emergency situations require "all-hands-on-deck" to immediately correct the situation as to minimize equipment and/or systems downtime. All "Priority One" situations will be communicated and coordinated with the appropriate airport and airline stakeholders. We acknowledge the Liquidated Damages for failure to repair or maintain a system or subsystem with the time restriction of not exceeding fifteen (15) minutes.

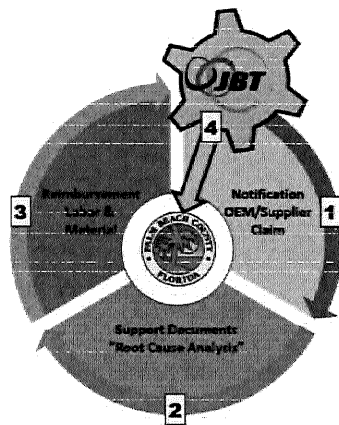


Warranty Management: We recognize the importance of Warranty Management which is an essential function and responsibility of the BHS O&M Service Provider to protect the airport's investment to ensure that any components that fail under or within the warranty period are replaced without cost. Under a warranty claim when a component and/or piece of equipment fails, JBT will determine the disposition of the item and take the necessary actions for warranty reimbursement under two scenarios: First, if the failure requires immediate action, then JBT



will address and repair the failure immediately and follow up on warranty reimbursement process after corrective repair is completed. Second, if the repair/replacement can be done at a later scheduled time, then JBT will assess the opportunity to seek warranty reimbursement prior to the repair. In both situations, the warranty repair claim(s) will be completed and submitted for reimbursement.

JBT's Warranty Management Process includes:



1) Recognition of the warranty claim as documented in the CMMS and submitting notification for a claim with the OEM or Supplier

2) Provide support documentation with root cause analysis for the claim

3) Process the claim for reimbursement for both labor and material

4) Reconcile the reimbursement with DOA and closed out the claim in the

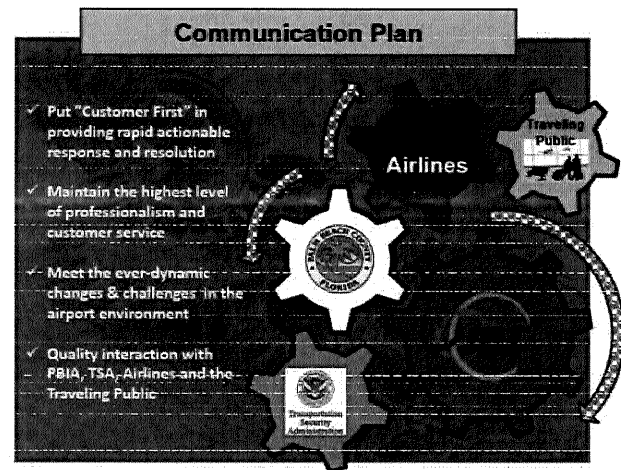
CMMS database.

JBT will track warranty parts in the CMMS database so that we ensure proper documentation of the warranty period and that full reimbursement for failed parts and/or components is realized. At the onset of the contract, JBT will verify existing BHS warranty information to ensure the information is properly documented in the CMMS database.



2.6 Description of Proposer's Transition Plan:

We will utilize our vast mobilization and transition experience which has taught us that early communication combined with establishing specific objectives with milestones or deadlines results in a smooth and successful startup. As part of our transition plan, we will hold regular meetings with the DOA during this critical time period to effectively communicate, coordinate, and collaborate on the progress of the our startup plan

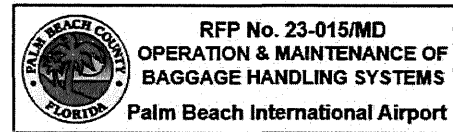


and to make any necessary changes and/or adjustments such that we meet the scheduled "go-live" startup date.

The Transition Leadership Team will consist of our proposed O&M Manager, Regional Director of Operations, and VP of Operations with additional support from our corporate Human Resource Team, HSE (Health, Safety & Environment) Team, RCI (Relentless Continuous Improvement) Team, and other business support personnel.

The key responsibilities for the Transition Leadership Team includes the following, but not limited to these items:

- Overseeing the site startup Mobilization & Transition Plan in coordinating all assignments and responsibilities in full coordination with DOA
- Managing the onboarding process in meeting the staffing requirements including recruiting, interviewing, screening, hiring, & badging Team Members
- Coordinating team objectives in full compliance with the contractual requirements and in strict adherence with the RFP Scope of Work/Services
- Conducting training sessions in providing complete knowledge and understanding of the physical layout and unique and special equipment duties and responsibilities



- Ensuring all Team Members are completely aware of the contractual KPIs & metrics and how our work activities impact PBIA operations

We plan to take advantage of the transition period to be fully staffed by the commencement of services. We will use the transition time for recruiting, hiring, and onboarding and for preparing, developing, and training the local Team. **We acknowledge that we will give the current incumbent contractor's staff members the opportunity to apply for the various positions and will do everything reasonable to retain qualified and experienced staff members to fill vacant positions.**

The Transition Leadership Team will consist of the following Team Members with their specific support responsibilities: (JBT will utilize additional support resources as needed)

Pauline Kounse, VP of Operations, delivers executive oversight for the contractual execution of the maintenance services and site cultural development. Pauline's executive responsibilities include, but not limited to:



- Serves as the operations executive point of contact
- Ensure the implementation of all policies, processes, and procedures
- Conducts audits to ensure contract operational compliance and performance
- Interfaces with airport stakeholders to ensure customer satisfaction

Gilbert Lopez, Regional Director of Operations, delivers oversight for the contractual performance of the maintenance services and customer satisfaction. Gilbert's operational responsibilities include, but not limited to:

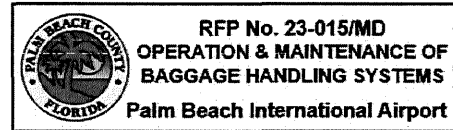


- Serves as the Regional Director of Operations for the local management team
- Provides the leadership and development training for the local team
- Interfaces with the customer to ensure strict compliance with contractual performance
- Ensures that all policies, processes, and procedures are managed and executed properly

Suzy Shedden, Human Resource Director, delivers support and direction in the areas of Team Member relations, on-boarding, compensation and performance management. Suzy's HR operational support responsibilities will include:



- Provide administrative orientation training for all JBT Team Members
- Oversee Team Member relations for any issues and/or concerns
- Ensure the company standards and policies are established and followed
- Conduct internal audits to ensure compliance with JBT policies/procedures



Joshua Sandoval, Corporate Safety Director delivers technical training for Safe Work Practices and Procedures (SWPP) including site safety compliance and accountability. Joshua's operational support



responsibilities will include:

- Provide orientation training on Safe Work Practices and Procedures (SWPP)
- Perform safety site audits and reviews to ensure strict compliance
- Oversee the monthly safety training program and site safety performance
- Support the site location in the development of their safety culture

Russel Burnett, Manager Continuous Improvement Team, drives actions on RCI principles and Safety, Quality & Delivery (SQD) performance.



Russel's operational support responsibilities will include:

- Support the site development for the Relentless Continuous Improvement (RCI) program
- Provide hands-on regarding LEAN practices and improved operational efficiency
- Offer customer value coordination and analysis for sustainable results & benefit
- Measure and report process of the RCI program and activities

Candice Moore, Business System Manager, delivers expert data management, implementation. Candice's operational support responsibilities will include:



- Support CMMS database activities with asset, work, and inventory management
- Provide implementation training for CMMS operations and report generation
- Determine the required critical reports - daily, weekly, and monthly
- Serve as point of contact & support for CMMS database activities

Gary Barlow, Controller, delivers accounting and invoicing expertise in supporting the execution of the contract requirements. Gary's operational support responsibilities will include:

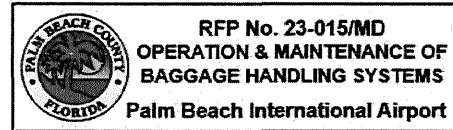


- Assist in the set-up of the accounting processes and procedures
- Train on administrative duties i.e., invoicing, inventory, payables, credit cards, etc.
- Provide remote support for administrative duties and responsibilities
- Deliver continuous business training for the Site Management development

Mike Garlick, Business Development Director, delivers contractual support for the program execution. Mike's operational support responsibilities will include:



- Assist the Management Team on contractual requirements
- Support the Local Team on RFP scope of service requirements
- Ensure that insurance & other documents are properly executed
- Support the Local Team on project work and/or change orders



SECTION 3: KEY PERSONNEL AND OPERATIONS INFORMATION

3.1 Operation Plan:

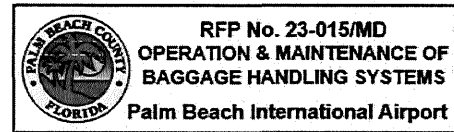
Our operation plan will focus on these essential elements:

A. Customer – Make Our Customer Priority One:

We believe the foundation of delivering sustainable services centers upon “Customer First” and in creating and developing a culture which supports high-level performance. We recognize that our customers include not only PBIA DOA personnel but all Airport and Airline Stakeholders including the traveling public. It is our mission to never “just be good enough” but to create, build, and develop a sustainable TEAM in which all Team Members are committed to never becoming complacent in delivering the required performance metrics. As a company, we embrace the following core values: Integrity, Accountability, Relentless Improvement, and Teamwork all built upon the foundation of “Customer First”. Our operational plan will include, but not limited to the following:



- Our commitment is to deliver a safe, efficient, reliable, sustainable, cost-effective & quality-oriented in accordance with best industry practices.
- Present the DOA opportunities for operational efficiencies and/or cost savings including innovative solutions for continuous system performance or improvement.



- Implement a proactive maintenance program with the objective to meet or exceed the required metrics for BHS Availability, Sortation, and Read Rates.
- Comply with the OEM recommendations for operational procedures, maintenance requirements and intervals, and warranty and reimbursement management.
- Provide operational training for various airport stakeholders including the DOA Staff, TSA, Contract Handlers, and Airlines.
- Provide other related services under task orders or project requests by the DOA.

B. Urgency – Actionable Response & Resolution:

The critical effort in making sustainable services a reality involves coaching and empowering Team Members to be proactive to take the initiative to make things right or better through continuous improvement by identifying and resolving issues, faults, and/or malfunctions through effective coordination and collaboration of Team resources. Our operational plan will include, but not limited to the following:

- Providing vigilant and attentive oversight of the BHS Control Room to ensure normal and smooth system and subsystem operations.
- Perform a daily pre-start check of the entire BHS one (1) prior to utilization by the tenant airlines to ensure normal and smooth operations.
- Adequate staffing for response to clear, reset, and investigate all faults detected, including, but not limited to, jams, stops, outages, and overloads within two (2) minutes of detection.
- Perform a daily physical walk-through at the end of system operations to check for any dormant or lost bags within the system.
- Provide a staffing plan for approval for major holidays or events including coordinating additional staffing during peak travel periods.
- Maintain and generate system reports as required or requested by the DOA with focus on system results for Availability, Sortation, and Read Rate measurements.



- Provide and maintain a CMMS database for tracking asset, work, and inventory management including managing maintenance requests from the DOA's calls, emails, or text messages.

C. People – Invest In & Develop Our Team Members:

To ensure our success, we are fully committed to onboarding and retaining our Team Members as nothing is more important to our success than ensuring that we hire the best talent to perform the essential duties and responsibilities. We recognize that the most expensive aspect of the RFP Scope of Work/Services is direct labor cost and that the true measure of our success is in the quality of our workforce. JBT knows that we are only as good as our people and our ability to execute the highest standards and best practices in achieving the expectations and objectives required. Our operational plan will include, but not limited to the following:

- We place the highest standards in our recruiting and onboarding process to not just rely on passing the Airport security badging process but are own internal evaluations.
- Our evaluations include background checks, work & education history verification, physical assessment, & drug screening to make sure that we hire qualified people for their jobs.
- Hire, maintain, and retain the qualified staffing levels and we will temporarily increase or decrease the apprentice positions as required by PBIA DOA.
- Provide ongoing continuous safety and technical training to ensure Safe Work Practices and Procedures (SWPP) and advancement in diagnostic troubleshooting and problem solving.
- Each employee will receive and maintain an approved uniform and proper training on the use of Personal Protective Equipment (PPE).
- Maintain an employee communication area within the office or shop utilizing a visual management bulletin board or display board to communicate critical employee shared information and data.
- JBT acknowledges that the County has the right to remove any employee should the employee(s) behavior, credentials, or licensing not meet the requirements of the DOA.



D. RCI - Relentless Continuous Improvement:

Another key element of our Operation Plan is the deployment of our Relentless Continuous Improvement (RCI) Program with focus on Safety, Quality & Delivery (SQD). At the site, we will utilize a “Visual Management Board” and scorecard system for driving worker accountability. The SQD Board will be displayed in a high visibility area in the office/shop area to communicate Key Performance Indicators (KPIs) or metrics to our Team Members. The Operation & Maintenance Manager & Assistant O&M Manager will utilize the SQD Board as a communication tool to create clear and concise Team Goals & Objectives.

The following are typically posted performance metrics and information on the SQD Visual Management Board:

- **Safety:**
 - Near Miss reporting
 - Behavioral Based Observation activity
 - First aid incidents
 - Safety activities daily, monthly, & yearly
 - Safety training compliance
- **Quality:**
 - Daily staffing level and allocation plan
 - QC audits/checks/inspections completed & scoring
 - RCI activities (5S, Kaizen, Root Cause, etc.)
 - Predictive Maintenance activities
 - Technical training compliance
- **Delivery:**
 - Daily system tracking of response times & equipment uptime
 - Daily system problem report review
 - Percentage of completion of PM work orders
 - Measurement of corrective & reactive maintenance work orders
 - Spare parts procurement & inventory control report review



The following is a summary of our RCI Program approach for these three (3) critical areas:

SAFETY (S): JBT accepts our responsibility to protect the Health, Safety, and Environment (HSE) of our Team Members and Airport Stakeholders. **We will implement a robust Safety Program as part of our overall HSE performance to ensure that all Team Members receive the proper training, guidance, and ongoing support, as nothing is more important to our organization than to ensure that our Team Members return home**

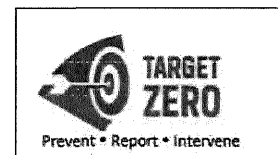


safely after a hard day's work. Our HSE performance is vital to our organization and will continue to be managed as an integral part of our services to prevent incidents or accidents. All JBT Team Members are directly responsible for HSE performance as it is key to our enterprise RCI program.

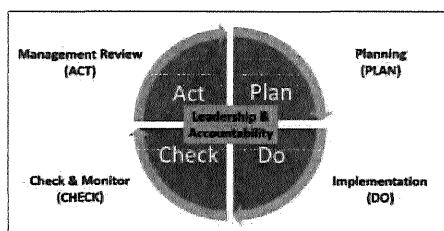
We achieve our HSE vision by:

- Conducting business in a manner that protects all stakeholders
- Striving to eliminate all incidents through our TARGET ZERO approach
- Complying with all health, safety & environmental laws & regulations
- Reducing emissions & waster using energy & natural resources efficiently
- Working with our customers and stakeholders to promote responsible management
- Encouraging constructive communication on managing HSE issues
- Understanding that working safely and with regards for the environment is a condition of employment for all JBT Team Members

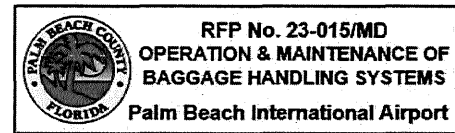
Our outstanding HSE performance is made possible through the leadership and engagement of all our Team Members. Our HSE responsibilities are directed by our HSE "Target Zero" Vision, Policy, Strategy and Management System, which provides direction and guidance in adhering to our corporate policies, regulatory standards, and best practices.



Additionally, our HSE policy lays the foundation for establishing specific objectives and strategies of site HSE



processes and program developments as well as for the Corporate HSE Audit program. It is based upon the continual improvement process of the Plan-Do-Check-Act cycle utilized by global standards such as ISO 14001 for environmental management, and ISO 45001:2018 for Safety Management Systems.



Implementation of our comprehensive HSE Program must be customized, tailored, and adapted to fit the local needs and accommodate significant changes in the workspace. These changes include keeping pace with the significant growth of the airport and with the evolving O&M Services. These challenges require that our Team possess the ability to adapt and remain flexible while ensuring compliance with all Federal, State, Local, TSA, OSHA, and other regulatory agencies and industry practices.

The goal of our HSE Team is to develop the knowledge, skills, and abilities of all Team Members into safety leaders and to build and nurture a safety culture of excellence which extends to our Team's families, communities, and customer sites. We achieve this goal through encouraging and empowering our Team Members to speak up and to eliminate barriers of individual participation. Our HSE experts work with all levels of the organization to identify and assess risks, and to implement and monitor the effectiveness of mitigating control measures. In the current climate of organizations striving to adapt and customize solutions to a dynamic work environment, our HSE Team has leaned into the unique challenges and has led the way to achieve successful and collaborative results.

JBT HSE Team

Safety and Health Support Network



The JBT Airport Services HSE Team provides the following:

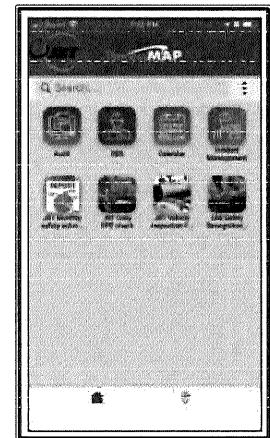
- Continuous Improvement to safety processes and procedures
- Assessment of workplace hazards
- Trending of at-risk behaviors and near miss reporting to mitigate hazards
- Process development for changes in equipment or scope of work
- Auditing of sites to achieve regulatory compliance and identify improvement opportunities
- Development and upkeep of Site Safety Program

Our Target Zero approach to safety management requires upfront risk management which includes a proactive approach to on-boarding, skills development, and everyday task completion. Prior to starting shift work, all new Team Members first undergo extensive safety training as part of our new employee orientation training. The bottom line is that all Team Members are all responsible for the safety of everyone within the organization and to assure that we as a Team, achieve our safety goals and objectives. JBT encourages all Team Members to participate as advocates for safety. The object of the JBT Safety Advocate is to ensure Team Members remain



vigilant through Hazard Awareness, Program Audits, Behavioral Based Observations, Safety Reporting, Hazard Mapping, and reviewing safety policies, processes and procedures for continuous improvement.

Our Target Zero approach is not optional as every Team Member at JBT signs a commitment to safety with effort to make the workplace a safe environment for all employees and stakeholders. Our approach is to empower our Team Members with the authority to stop work if conditions or behaviors become unsafe. Our Stop Work Authority (SWA) provides all Team Members with the ability to expedite engagement with the Management Team to resolve any and all safety related issues.



We will utilize ProcessMap application for tracking safety & quality control checks as well as local audits and inspections. The processed Safety and Quality Control Data in the reporting application is used by the Management Team to support open discussions during the Daily Shift Safe Starts and subsequent Monthly Mandatory Safety and Business Meetings. The Safety Performance Tracking Tool – ProcessMap allows us to track safety metrics including Corrective and Preventive Actions (CAPA) i.e., Daily PPE Checks, Behavior-based Observations (BBO), Near Misses, Incident Reporting and First Aid Activities which results are posted on the SQD Visual Management Board to obtain the highest levels of achievement and best practices.

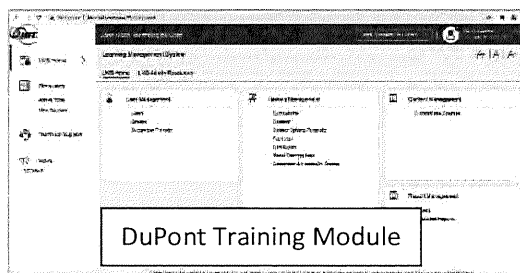
New Team Member Orientation: The focus of our Startup Orientation is to ensure that our Team Members fully understand and embrace our safety objective; **“Target Zero” to prevent, report and intervene as necessary to protect the safety and welfare of all Team Members and Airport Stakeholders.** The Startup Orientation includes a comprehensive curriculum to ensure compliance with, but also goes beyond, corporate, and regulatory agency requirements. This includes an in-depth review of the contents of our HSE Program Manual with Safe Work Practices and Procedures (SWPP), OSHA General Industry training and JBT Employee Handbook. JBT Team Members are required to complete all New Employee Orientation (NEO) training materials prior to receiving their first shift assignment. Each Team Member must achieve 80% score for pass completion of NEO training



materials to be certified for their position. Annual recertification of each Team Member is required in accordance with JBT Corporate and OSHA regulatory requirements which are directed by our Corporate HSE Team in collaboration with the Site Management Team.

Daily Shift Safe Start: At the beginning of each shift, the Site Manager, Assistant, or Shift Lead will hold a brief daily shift “safe” start meeting surrounding the SQD board to review the current performance metrics and for coordinating work assignments & orders. The daily shift “safe” start meeting enables the Team Members to effectively communicate and coordinate safety requirements, operational demands, and assignments so that workers are able to take full ownership of their assigned work duties and responsibilities. The shift start meeting will also help in coordinating pass-down reports and information from the previous shift on pertinent issues and/or concerns.

Monthly Mandatory Safety Meeting: This mandatory meeting is conducted under the direction of the Site Manager



which includes open discussions about the site operation and adherence to Safe Work Practices and Procedures (SWPP). As a follow-up measure to the Monthly Safety Meeting, a specific OSHA safety topic is highlighted and assigned for each Team Members to complete via a computer-based training module on

our DuPont Learning Management System (LMS). The assigned monthly OSHA safety topic must be completed prior to the next Monthly Safety Meeting. The LMS automatically tracks Team Member’s compliance in completing the assigned monthly safety topic and the successfully passing of the safety related support questions.



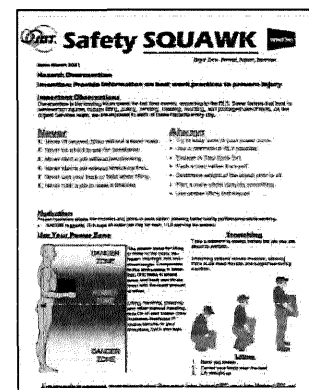
The table shows some sample topics for the computer-based training modules.

- PPE Requirements	- Lock Out/Tag Out (LO/TO)
- Electrical Safety	- Arc Flash Protection
- Confined Spaces	- Ladder Safety
- Slip, Trips & Falls	- Back & Hand Safety
- Eye Wash & Shower	- Blood Borne Pathogens
- Hazardous Materials	- Safety Data Sheets (SDS)
- Spill Preventive Control	- Accident Reporting

As noted, annual safety training topics include not only those topics required by OSHA and safety industry best practice but also include site specific topics such as accident and incident reporting procedures. In the chance that an incident occurs, employees are trained on response and care procedures as well as on reporting and notification procedures as required by DOA.

Annual Audits & Corporate Communications: As part of our goal of Safety Excellence, JBT Corporation conducts annual Safety Assessments on the Site Operation. The purpose of the assessment is to ensure adherence with safe work practices and to assess cultural maturity. The annual report, in conjunction with the monthly scorecard trends, establishes a complete picture of the safety program, which gives the Team a complete blueprint of areas for development in our strive for continuous improvement.

All safety documentation including Standard Operating Procedures (SOP) and other valuable resources are always accessible to the Team Members. JBT maintains an online cloud-based HSE library with comprehensive safety training materials, videos, SOPs, and other safety documentation, which are available to our Team Members. In addition, Corporate HSE publishes periodical Alerts and SQUAWKS. The Alerts and SQUAWKS are another avenue for promoting our safety culture as these communications provide best practice-sharing tools to promote new standards and to bring together Team Members across our various site locations. Team Member engagement is





paramount to the success of our safety program and the safety communications are driven by Team Member's contributions every month.

QUALITY (Q): The Quality Program is a key element of our Operational Approach and RCI program which embodies a sense of urgency in all that we do, to be proactive to make things better throughout the organization and to deliver a safe, cost effective, quality-oriented, work efficient, and reliable service. At JBT, we have adopted the RCI approach as our driving force aimed at delivering results more quickly and more accurately; and in resolving issues and solving problems with a proactive and continuous improvement mindset. As noted earlier, all quality checks or inspections will be documented by the Management Team (O&M Manager, Assistant O&M Manager, and Leads) utilizing the ProcessMap application on their mobile devices

The goal of our RCI approach is to create, cultivate, nurture, and develop the JBT Team culture into one built upon transparency, accountability, and empowerment of our Team Members in doing the job right the first time. Our Quality Plan includes the following:

- **Quality Control Requirements:** The Management Team will take proactive steps to address any identified system irregularities within the scope of services and to take immediate action for repeat problems by elevating the issue/concern with the Airport for proper oversight. Repeat of quality issues or concerns is discussed openly in the various training meetings to enhance Team Member awareness and corrective development.
- **Adherence to Contractual Requirements:** At the onset of the contract, the Management Team will ensure that Team Members are fully aware of the critical Key Performance Indicators (KPI) as defined in the RFP specification including measurements for system response times, equipment uptime and availability, etc.

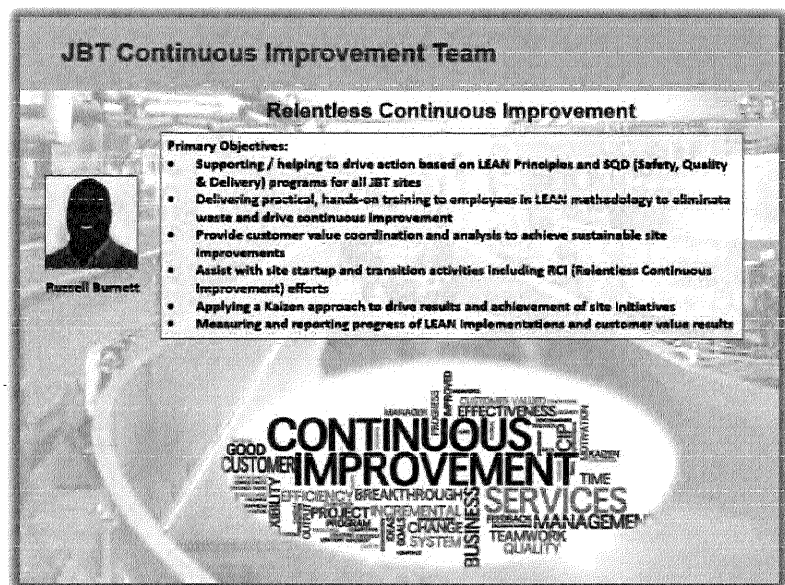


- Airport Physical Layout Requirements: The Management & Transition Team will ensure complete knowledge and understanding of the physical airport layout and the unique and special equipment locations throughout the airport property and the most efficient ways and means to get to the equipment within the allotted times for response and resolution.
- Communication Requirements: The Team will use airport radios and mobile phones for two-way communication and for transmitting critical information to and from Team Members at the various work areas throughout the airport property. We acknowledge that the quality of communication is crucial to the success of the operation and for notification to Airport Stakeholders on critical matters impacting the various facilities.
- Daily Tracking of Service Calls, Requests, Conflicts and Work Orders Requirements: JBT will track daily service calls, requests, conflicts, and work orders via the CMMS and logs. The Management Team coordinates all necessary actionable response and resolution based upon priority ranking of the issue and/or concern.
- Contingency Requirements: The Team will take the initiative to develop or review the Contingency Plans with full collaboration with the Airport and the tenant Airlines to minimize inference and/or interruption of services. We will train the Team Members on proper execution of contingency protocols and keeping the key stakeholders abreast of the situation.
- Continuous Training Requirements: The Team Members will receive continuous safety and technical training throughout the duration of the contract with training designed to help Team Members better understand how their work affects the overall performance, as well, as the impact to the traveling public.

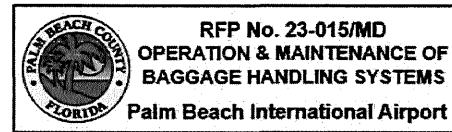


- Technical Library Requirements: We will maintain an establish technical library, which allows storing information including manuals, drawings, schematics, and other resources for use by Team Members. We review the library contents at least quarterly to verify that the correct information is available to the Team including assessing the condition of all documents.

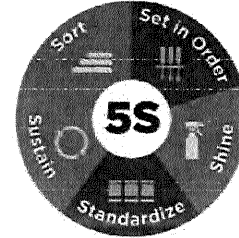
A key element of our Quality Program and RCI program will be to drive action(s) based on LEAN Principles utilizing RCI tools and best industry practices. We will deploy the support of our dedicated full-time Corporate Continuous Improvement Manager, Russell Burnett, to assist with the JBT Cultural Development Plan and Safety, Quality, and Delivery (SQD) program. Russell regularly assists the local Team in identifying and executing RCI initiatives aimed at improving operational efficiencies and performance execution for delivering customer value and benefit.



As part of our Quality Plan, we will use RCI tools and resources to support our cultural development approach and the execution of "Service Excellence". Some of these tools included but not limited to the following:

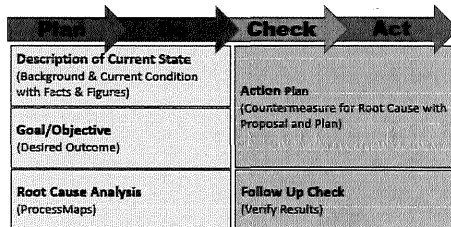


- **5S:** This RCI tool helps organize our workspaces including identifying and storing items, tools, parts, supplies, materials & equipment in more sustainable efficient and effective manner. 5S is a methodology for organizing, cleaning, developing, and sustaining a more productive work environment and not only makes work areas more efficient and also contributes to higher quality and safer work environments.



- **Kaizen:** This RCI tool utilizes a cross-functional Team Members to examine an issue or problem solving opportunities from different perspectives of the organization to identify ways or means for improvement. We will use Kaizen events or activities to help drive change in providing system performance improvement when necessary.

- **A3 Problem Solving:** This RCI tool develops a systematic approach using the Plan, Do, Check, Act (PDCA) cycle to review issues and opportunities by gathering facts and current conditions, for defining goals, targets and/or the desired future state utilizing comprehensive “Root Cause” analysis and establishing countermeasures to correct the fault, issue or situation with plans for testing and verifying solutions, with follow up to ensure that desired results and outcomes are achieved and sustained.

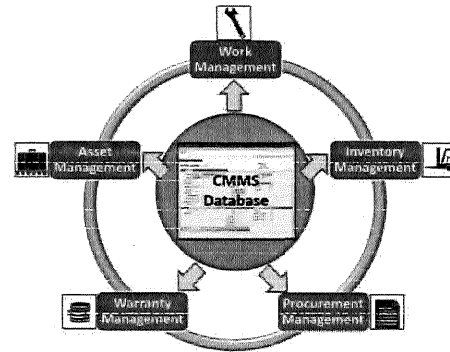


DELIVERY (D): JBT will utilize, generate, and maintain O&M data in the CMMS database providing asset, work, inventory, procurement, and warranty management activities. We will use the CMMS database for tracking all



work orders and for generating KPI reports i.e., equipment uptime, response time, PM/CM completion, and others.

We will use the INFOR CMMS database as our vital tool for generating key deliverables in the form of critical reports. We will utilize the database for tracking and generating the required daily, weekly, and monthly reports including tracking all work orders – Reactive (RM), Preventive (PM), Predictive (Pd.M.) & Corrective (CM) work orders including tracking warranty activities.



JBT Business System Team
Enterprise Asset Management Consultants & Technical Support Network

The JBT Airport Services EAM Team provides the following:

- Enterprise Asset Consulting Support Services
- Business System Design & Development
- Analyze, Design & Implement Process Improvement
- Perform Gap Analysis & Define Recommendations
- Implement Technological Service Strategies
- Evaluates Trends & Complex Data Modeling
- Generate & Manager KPI Reports

Candice Moore
Business System Manager

We will use our JBT Business System Team to support the implementation of the INFOR system and local training for our Team Members.

The following are samples of performance reports from our MIA BHS O&M Service contract:

1) BHS System Uptime (%) Percentage: Five Years (2017 to 2021)

2017		2018		2019		2020		2021	
Month	% Uptime	Month	% Uptime	Month	% Uptime	Month	% Uptime	Month	% Uptime
January	99.98%	January	99.96%	January	99.99%	January	99.83%	January	99.99%
February	99.98%	February	98.56%	February	99.97%	February	99.99%	February	99.99%
March	99.98%	March	99.95%	March	99.99%	March	99.99%	March	99.99%
April	99.97%	April	99.97%	April	99.95%	April	99.99%	April	99.98%
May	99.99%	May	99.97%	May	99.97%	May	99.97%	May	99.99%
June	99.98%	June	99.95%	June	99.97%	June	99.99%	June	99.98%
July	99.99%	July	99.93%	July	99.95%	July	99.95%	July	99.94%
August	99.99%	August	99.96%	August	99.99%	August	99.97%	August	99.99%
September	99.99%	September	99.98%	September	99.99%	September	99.97%	September	99.96%
October	99.99%	October	99.91%	October	99.99%	October	99.95%	October	99.99%
November	99.99%	November	99.94%	November	99.99%	November	99.95%	November	99.99%
December	99.99%	December	99.99%	December	99.99%	December	99.97%	December	99.99%

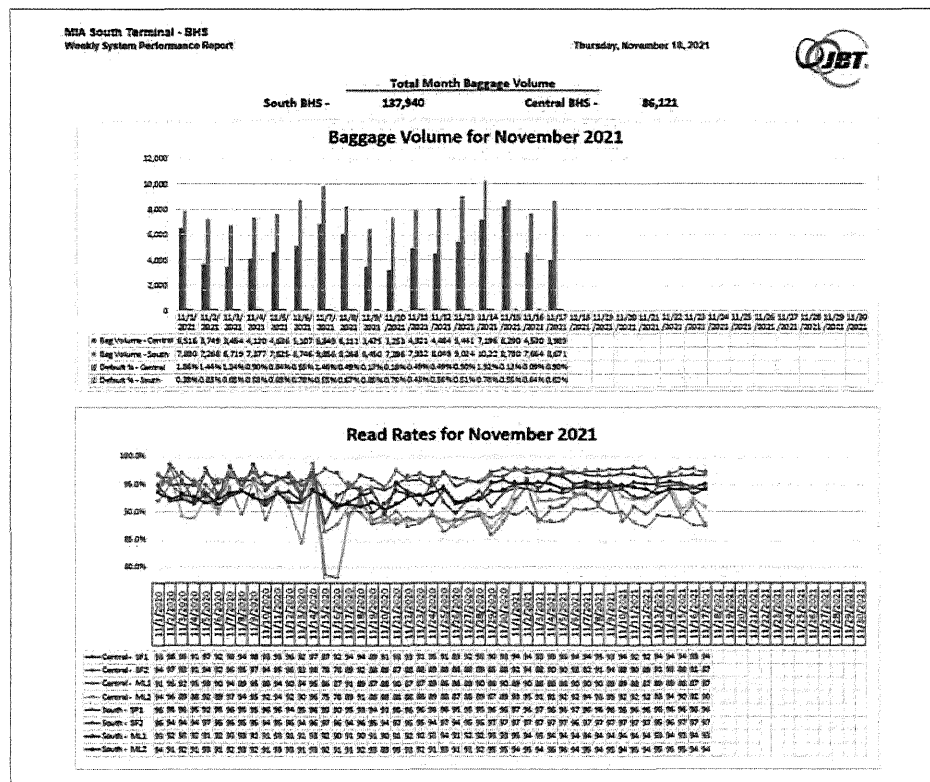


2) MIA Average JAM Response Time & Average JAM Completion Time: Five Years (2017 to 2021)

Average of Response Time													
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
2017	0.67	0.73	0.33	0.26	0.66	0.45	0.77	0.72	0.77	0.64	0.41	0.41	0.57
2018	0.52	0.38	0.50	0.51	0.59	0.63	0.75	1.00	1.00	1.00	1.00	1.02	0.71
2019	1.03	1.01	1.03	1.03	1.00	1.02	1.00	1.00	1.00	1.01	1.00	1.01	1.01
2020	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
2021	1.00	2.59	2.45	2.05	1.83	2.01	1.98	1.91	2.18	1.99	1.00	1.00	2.05
Grand Total	0.74	0.77	0.75	0.67	0.74	0.77	0.87	0.81	0.86	0.73	0.67	0.63	0.75

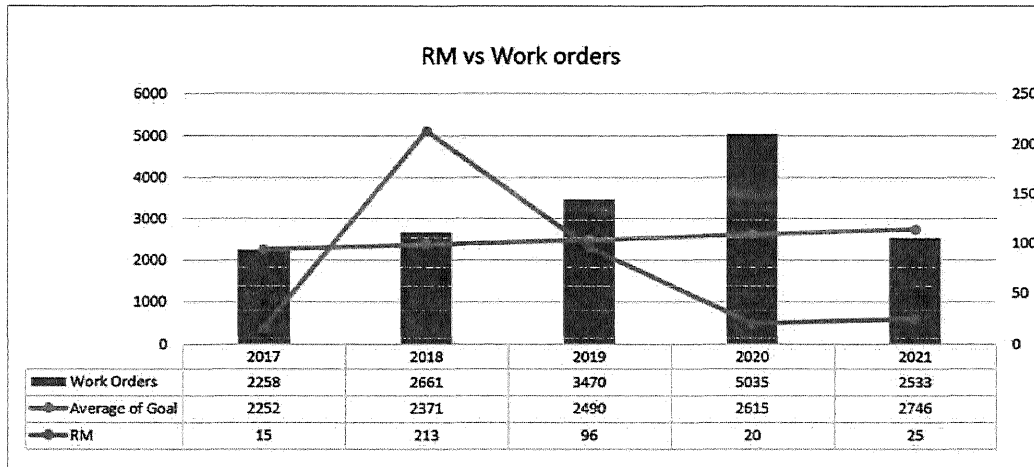
Average of Completion Time													
YEAR	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total
2017	1.85	2.20	3.13	3.84	2.88	1.07	1.52	1.34	2.34	1.26	0.69	0.65	1.76
2018	1.30	0.77	0.95	1.17	1.28	1.25	1.53	3.13	2.37	2.56	2.08	2.36	1.64
2019	2.07	2.34	2.01	2.52	2.69	2.30	2.59	3.43	4.34	4.04	4.24	3.89	2.80
2020	2.62	2.54	2.71	2.81	2.35	5.05	2.21	2.21	2.18	1.99	3.10	2.10	2.58
2021	4.00	1.67	2.07	2.34	2.09	1.74	1.67	1.79	1.96	2.09	2.30	2.18	1.94
Grand Total	2.02	1.99	2.14	2.44	2.18	1.81	2.00	2.44	2.88	2.33	2.15	2.21	2.21

3) MIA Baggage Volume & Read Rates: November 2021

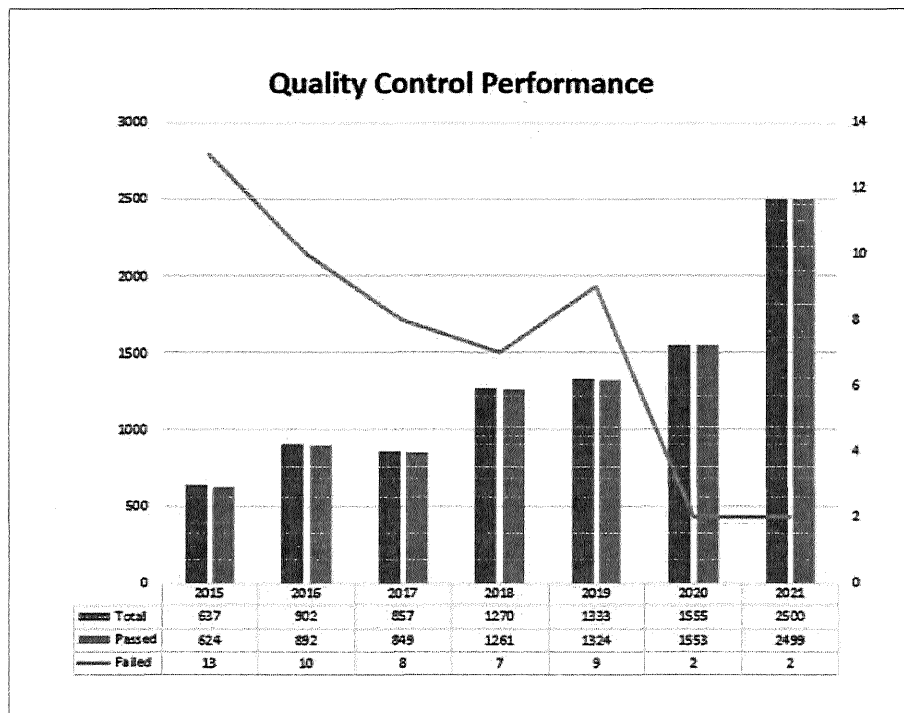




4) MIA Reactive Maintenance vs. Work Orders: Five Years (2017 to 2021)



5) MIA Quality Control Performance: Seven Years (2015 to 2021)



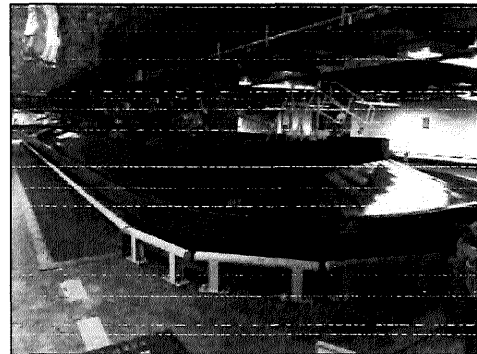


E. Innovative – Recommendations for Operational Efficiencies & Cost Savings:

The following are examples of Innovative Solutions as part of the RCI program:

Dulles International Airport: Make-Up Carousel Renovation

JBT renovated eight (8) make-up carousels for Metropolitan Washington Airports Authority (MWAA) at the West & South Bag Basement (WBB/SBB) as these carousels were well beyond the normal life expectancy and had become unreliable to operate and, in some cases, simply dangerous for the tenant Airlines to use. MWAA needed a quick solution as the cost to replace all eight (8) units was estimated at \$10M and would take well over six (6) months to undertake the new installations. Our BHS Technologies Team under the leadership of Scott Annis provide an alternate solution to tear down the units, survey, and replace all worn out components and to have the carousels back up and running safely at a fraction of the cost and time. Upon commencement of the project and disassembly of the first carousel, it became clear that the damage and wear was far more extensive than anticipated or could be seen in our initial surveys; however, our team under Scott's leadership did not miss a beat. We developed a plan, worked closely with MWAA, and exceeded the Airport's expectations on time and on budget.



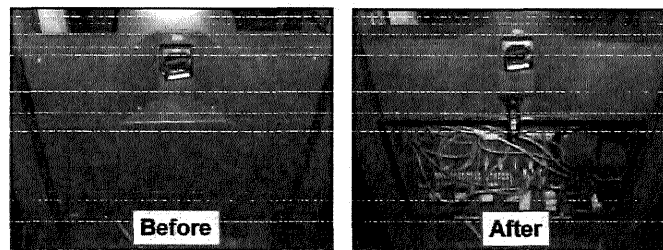
On September 5, 2019, we received the following email from Nora Abbey from United Airlines and Chairman of the Dulles Baggage Subcommittee representing the senior managers of the resident airlines including Alaska, American, Delta, Emirates, Korean, Qatar, Saudi, Virgin, Qatar, etc.

"I'm happy to announce that starting sometime next week, work will begin on the baggage carousels in the SBB. The WBB is finishing up work..." Work is being done by JBT under the leadership of Scott Annis (JBT Lead Field Service Engineer) who has done a fantastic job in the WBB. You all need to go check out the WBB then go back and look at the SBB. This is a first-rate project, and it shows along with cleaning up years of work area build up."



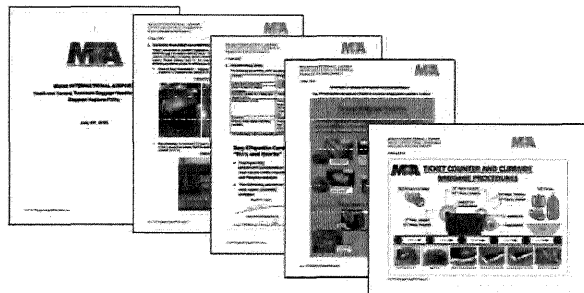
Houston George Bush Intercontinental Airport: New Cover Design

JBT fabricated and tested a new cover design to be used on the sorter backplanes; the new cover design included fabricating the cover out of Plexiglas and installing a quick release handle and mechanism. The clear cover allowed for faster visual inspection and detection of indicator fault lights/switches and the release handle allowed for quicker access into the sorter back plane to reset the fault. The innovative new cover design improved the overall system performance by allowing for faster and quicker detection and access in reducing equipment & system downtime.



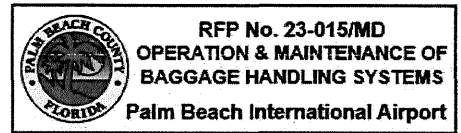
Miami International Airport: Hygiene Policy

JBT proactively was seeking ways to improve operational performance of the BHS at the South & Central Terminals which serves over 25 different international air carriers and typically results in heavier than normal and unusual size of baggage. These international bags created numerous challenges due to the system design



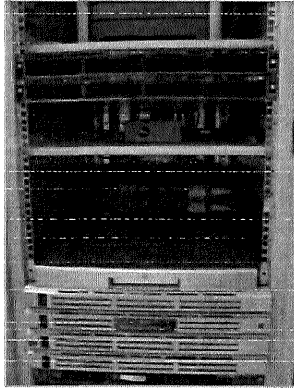
combined with the excessive volume demands and poor hygiene procedures. As a result, JBT undertook several projects to improve the system efficiency and load balance. The first project, JBT worked with Miami-Dade Aviation Department (MDAD) to develop a comprehensive Baggage Hygiene policy and procedure

to identify the proper placement of bags on the conveyor belt system typically for the Airline Ticket Counter Agents.



Philadelphia International Airport: BHS Server Upgrade

JBT performed a comprehensive evaluation of the controls system at PHL Baggage Control Room to determine

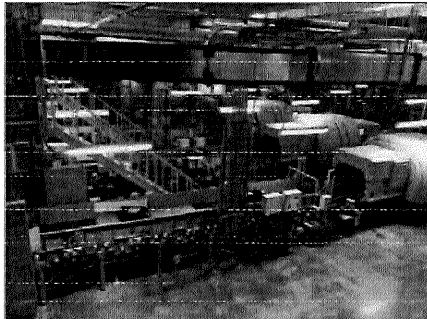


required preventative maintenance checks, system reliability, and system sustainability. During the comprehensive inspection, we identified that the BHS Server did not have proper backup which significantly increased the risk for system failure. At the request of American Airlines, we procured, formatted, and installed a new system backup. The system was installed in two (2) phases with all work performed during shutdown periods with no disruption in operational service. Additionally, software backups were re-created and formatted to mitigate the risk for

future system failure.

Salt Lake City International Airport: New BHS O&M Service Provider

In July 2020, with the demolition of the old and construction of the new SLC Airport, JBT was awarded a BHS



Operation Services contract with Salt Lake Airline Terminal & Equipment Consortium (SLATEC) and BHS Maintenance Services with Salt Lake City Department of Airports (SLCDA) under two (2) independent contracts. With the new SLC Airport in the final stages of phase one construction, we began the hiring and training

process for the required technical staff with the airport going live-on

September 15, 2020. The new system experienced several challenges

as we worked feverishly with the BHS construction company

(Vanderlande Industries), the upper level control company (Brock

Solutions), and the owner (Salt Lake City Corporation). Though there were many challenges, JBT successfully

won over the support of the Airport and the various air carriers as the airport continues to expand into the other

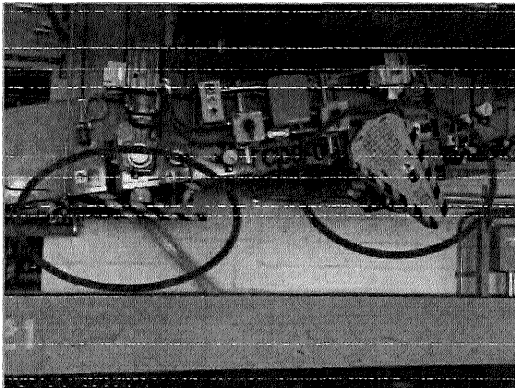
construction phases.





Los Angeles International Airport: Safety Awareness Project

Delta Air Lines at LAX Terminal 3 has been undergoing an extensive modernization project which includes the state-of-the-art Sky Way that transforms the customer travel experience from the moment of their arrival. The initial project includes a centralized headhouse that consolidates check-in and security with six baggage claim carousels. Additional project milestones will continue throughout the 2022 year. Since 2017, JBT has been the BHS Service Provider for Delta at Terminals 2 & 3, which includes working through the planning and construction phases of the modernization program. With new BHS conveyance equipment installed, JBT has been proactively

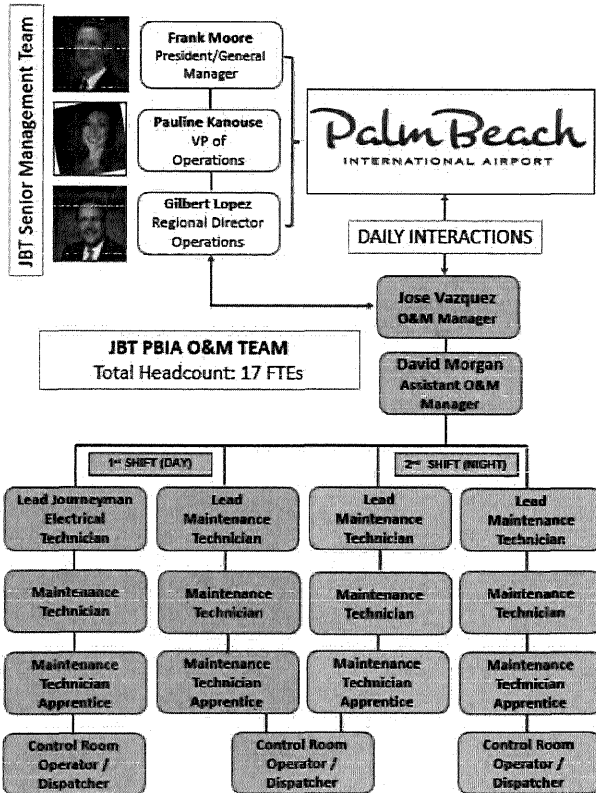


engaged in conducting Safety Awareness as part of our Target Zero program aimed at preventing, reporting, and intervening to correct potential hazards while operating and maintaining the BHS. The conveyor equipment for the newly opened claim devices required bump padding due to the height of the motors, covers, and brackets. JBT installed padding with visual awareness aids at critical areas to minimize the potential for head

injuries while working around the conveyance equipment. At all BHS O&M Service locations around the country, JBT is actively engaged in our RCI program and the PDCA Cycle (Plan, Do, Check, and Act) which completed activities are recorded and documented by our Contract (Site) Managers and send to our Corporate Continuous Improvement Manager, Russell Burnett.



3.2 Organizational Chart:



Frank Moore – President/General Manager: Frank has over 25+ years of industrial experience within sales, service, and aftermarket support. His executive duties & responsibilities oversees nearly 1000 Full-Time Employees (FTE) operating at over twenty (20+) airports predominately in the United States. Pursuant to this authority as President & General Manager, Frank is authorized to execute all instruments in the ordinary course of business for John Bean Technologies Corporation pertaining to the business unit Airport Services.

Pauline Kanouse – VP of Operations: Pauline has over 25+ years of aviation experience within airport operations and customer service at both Spirit Airlines

& Delta Air Lines. After a successful and progressive career in the airline business, Pauline serves as the VP of Operations for JBT Airport Services. Her duties and responsibilities include directing all operational processes & procedures for safety, quality, and delivery of performance metrics with strict compliance to contractual obligations & requirements.

Gilbert Lopez, Regional Director of Operations: Over 35+ years of experience in the aviation industry with a solid reputation and record of excellence in management, operations, maintenance, and safety. In 2007, Gilbert joined JBT as the Site Manager of the Miami International Airport (MIA) and later promoted to his current position as Director of Regional Operations with responsibilities for the Southeast Region. Through his years of experience, he has demonstrated strength in strategic business planning, project management proficiency, analytical decision



making, customer relationship development, operation & maintenance management, inventory & procurement management, EAM/CMMS asset & work order management, and LEAN principles and practices for relentless continuous improvement.

3.3 List of Key Personnel:

Jose Vazquez: Proposed Operation & Maintenance Manager



Over fifteen (15+) years of experience with BHS including ten (10) year in O&M Management and intensive hands-on experience analyzing, diagnosing, and troubleshooting BHS control and electronic devices including microprocessors, PLC, and VFD programming. Ability in using various electronic testing equipment including DMM, amplifiers, generators, oscilloscopes, logic probes, resistance, voltage, power and current. Ability to construct electronic devices including amplifiers, mixers, equalizers, transmitters, receivers, and circuit design. Ability to use Windows operating system and various computer applications i.e., Word, Excel, Power Point, Visual Basics, C+ Programming, and Linux. Bilingual communication both English and Spanish.

Experience: JBT Corporation, Airport Services (Progressive Employment History)

- Interim BHS O&M Site Manager (Startup Phase): Airports at HNL, OGG, PHX, and LAX
- BHS O&M Supervisor/Foreman: Miami International Airport (MIA) (Jul 2013 to Present)
- BHS O&M Trainer/Quality Control: Miami International Airport (MIA) (Aug 2009 to Jul 2013)
- BHS Maintenance Repair Technician: Miami International Airport (MIA) (Aug 2007 to Jul 2009)

Managerial Duties & Responsibilities included overseeing the day-to-day O&M Services directing all personnel scope of work and strict compliance with contractual performance. Communicate and coordinate O&M Services including formal interfacing with the customer and other key stakeholders to ensure customer satisfaction and meeting expectations. Responsible for the site cultural development with respect to safety, quality, and deliver of key performance metrics.



Education:

- Electronic Communication Engineering Technology, BS Degree at ITT Technical Institute, Miami, FL
- Computer Electronics & Engineering Technology, AS Degree at ITT Technical Institute, Miami, FL

David Morgan: Proposed Assistant Operation & Maintenance Manager



Accomplished, energetic, and high performing professional with over seven years of BHS procurement, maintenance repair, & account management experience in operations and logistics. Strong customer and supplier relationship with account management abilities combined with excellent communication, analytical, and business judgment skills.

Core Qualifications:

Preventive & Predictive Maintenance
Excellent Interpersonal Skills
Proven Leadership Skills
Forward Thinking Resolution

Operation Planning & Scheduling
Safety Awareness Management
Problem Solving Skills
Result Oriented Focus

Experience: JBT Corporation, Airport Services

- BHS Supervisor / Purchasing – Miami International Airport (MIA) (Jan 2017 to Present)
Duties & responsibilities: Oversee the purchasing and inventory management of parts, materials, supplies, chemicals, tools, and equipment including monthly inventory statistical reporting and notification of procurement accountability utilizing the CMMS database.
- BHS Administration / Inventory / CMMS - Miami International Airport (MIA) (Oct 2015 to Jan 2017)



Duties & responsibilities: Administer inventory management by procuring, inspecting, receiving, handling, stocking, storing, and distributing the required spare parts for the Scope of Work/Services. Recommend the purchase of parts that are of the quality and grade in full compliance with OEM standards.

Education:

- Electronics Technology, BS Degree at Hartford State Technical College, Hartford, CT

3.4 Role of Each Staff Member:

The following are the essential duties and responsibilities for the various position but not limited to these tasks and assignments only:

Operation & Maintenance Manager:

- Serve as daily point of contact for overseeing and directing the O&M Scope of Work/Services
- Available on-site at all times during normal business and 24/7 for emergencies or demand meetings
- Oversee the daily Scope of Work/Services in strict compliance with the RFP specification
- Provide exceptional communication and coordination skills with DOA, Airlines, and TSA
- Manage the administration functions including staffing levels and training, adherence to safety, quality, and delivery of key performance metrics
- Oversee all personnel duties including employee payroll, benefit administration, company policies and procedures, and disciplinary actions
- Manage the asset & work management, inventory management, warranty reimbursement, and financial reporting
- Submit the required daily, weekly, and/or monthly performance reports on-time with accurate measurements utilizing the CMMS database



- Oversee the Management Information System (MIS), Maintenance Diagnostics System (MDS), and the system contingency planning and failure protocols
- Direct all cost management including preparing and maintaining operational budgets including capital equipment and projects

Position Requirements:

- Minimum 5-years' experience with proven management skills & experience
- Technical degree preferred or equivalent proven experience
- Proficiency in computer skills (Word, Excel, and CMMS Database)
- Strong organizational, participative management, team building, customer service and verbal & written communication skills

Assistant Operation & Maintenance Manager:

- Manage the Operation & Maintenance Scope of Work/Services in strict compliance with the RFP specification upon absence of the JBT O&M Manager
- Provide exceptional communication and coordination skills with the JBT O&M Manager, DOA, Airlines, and TSA abreast of all emergencies or contingency requirements
- Manage the administration functions including staffing levels and training, adherence to safety, quality, and delivery of key performance metrics
- Oversee the statistical reporting of the asset, work, and inventory management with accurate measurements utilizing the CMMS database
- Ensure that all employee policies, processes, and procedures are executed properly

Position Requirements:

- 5-years minimum experience with proven supervisory skills & experience
- Technical certificate or degree preferred or equivalent proven experience



- Proficiency in computer skills (Word, Excel, and CMMS Database)
- Strong organizational, participative management, team building, customer service and verbal & written communication skills

Lead Journeyman Electrical Technician:

- Oversee the technical maintenance activities including executing reactive, preventive, predictive, and corrective maintenance including providing actionable response and resolution to system issues
- Provide leadership in directing all maintenance activities to ensure that the BHS runs smooth with no interruption of services aimed at maximizing system availability and reliability
- Ability to perform diagnostic troubleshooting and repairs for all BHS electrical, mechanical, controls devices, equipment, and components
- Oversee the technical maintenance of the Motor Control Panels (MCP), Programmable Logic Controllers (PLC), Variable Frequency Drives (VFD), Motor Starters, Control Stations, and conveyance equipment
- Ability to provide leadership, technical training, and skill development of the Maintenance Technicians and Maintenance Technician Apprentices
- Provide rapid response and resolution to all reactive maintenance situations including system jams, stops, alerts, alarms, faults, failures, outages, overloads, malfunctions, and any system irregularities
- Competent and versed in all aspect of the operation and maintenance in strict compliance with the scope of work/services including adherence to Safe Work Practices and Procedures (SWPP)
- Provide exceptional communication and coordination skills to keep JBT management, DOA, Airlines, and TSA abreast of all emergencies or contingency requirements

Position Requirements:

- Minimum 3-years' experience with proven technical & lead skills
- Holds a current Journeyman Electrical License in the State of Florida
- Displays strong electrical, mechanical, and control devices aptitude



- Proficiency in computer skills (Word, Excel, and CMMS Database)
- Strong team building, customer service, and verbal & written communication skills

Lead Maintenance Technician:

- Oversee the technical maintenance activities including executing preventive, predictive, and corrective maintenance including providing actionable response and resolution to system issues
- Provide leadership in directing all maintenance activities to ensure that the BHS runs smooth with no interruption of services aimed at maximizing system availability and reliability
- Ability to perform diagnostic troubleshooting and repairs for all BHS electrical, mechanical, controls devices, equipment, and components
- Oversee the technical maintenance of the Motor Control Panels (MCP), Programmable Logic Controllers (PLC), Variable Frequency Drives (VFD), Motor Starters, Control Stations, and conveyance equipment
- Ability to provide leadership, technical training, and skill development of the Maintenance Technicians and Maintenance Technician Apprentices
- Provide rapid response and resolution to all reactive maintenance situations including system jams, stops, alerts, alarms, faults, failures, outages, overloads, malfunctions, and any system irregularities
- Competent and versed in all aspect of the operation and maintenance in strict compliance with the scope of work/services including adherence to Safe Work Practices and Procedures (SWPP)
- Provide exceptional communication and coordination skills to keep JBT management, DOA, Airlines, and TSA abreast of all emergencies or contingency requirements

Position Requirements:

- Minimum 3-years' experience with proven technical & lead skills
- Preferred technical certificate or experience in an airport environment
- Displays strong electrical, mechanical, and control devices aptitude
- Proficiency in computer skills (Word, Excel, and CMMS Database)



- Strong team building, customer service, and verbal & written communication skills

Maintenance Technician:

- Proficient in performing technical maintenance activities including executing reactive, preventive, predictive and corrective repair maintenance work orders
- Ability to perform actionable maintenance response and resolution including troubleshooting and repairing the BHS equipment in accordance with OEM standards or best commercial practices
- Oversee maintenance activities to ensure that the BHS runs smooth with no interruption of services aimed at maximizing system availability and reliability
- Provide rapid response and resolution to all reactive maintenance situations including system jams, stops, alerts, alarms, faults, failures, outages, overloads, malfunctions, and any system irregularities

Position Requirements:

- Minimum 1 to 2-years' experience with proven technical skills
- Preferred experience in an airport environment or equivalent industrial environment
- Ability to follow orders, directions, assignments, and execute work orders
- Ability to adhere to Safe Work Practices and Procedures (SWPP)
- Strong verbal & written communication skills

Maintenance Technician Apprentice:

- Meet the basic electrical/mechanical skill requirements with knowledge and experience in applying safety and best practice protocol and procedures
- Assist the Maintenance Technician(s) in the execution of all maintenance activities including reactive, preventive, predictive, and corrective maintenance including equipment troubleshooting
- Perform all assigned maintenance duties and responsibilities in a safe, efficient, and expeditious manner using proper tools and equipment



- Provide rapid response and resolution to all reactive maintenance situations including system jams, stops, alerts, alarms, faults, failures, outages, overloads, malfunctions, and any system irregularities
- Responsible for specific bag jams and manual encode operations for proper system routing including cleanup to maintain system free of trash, dirt, and debris

Position Requirements:

- Ability to learn, develop, perform, and execute basic technical maintenance skills
- Must have some experience in a technical environment
- Ability to follow orders, directions, assignments, and execute work orders
- Ability to adhere to Safe Work Practices and Procedures (SWPP)
- Strong verbal & written communication skills

Control Room Operator/Dispatcher:

- Provide vigilant monitoring of the operational status and performance of the BHS and by dispatching appropriate personnel to all system jams, stops, alerts, alarms, faults, failures, outages, overloads, malfunctions, and any system irregularities
- Efficiently manage the baggage flow and balance during the daily operation to ensure that the system runs smoothly and normally with no interruption of services aimed at operating and maintaining the system at peak availability, reliability, tracking and read rates
- Maintain complete oversight of the Management Information System (MIS), Maintenance Diagnostics System (MDS), and the system contingency planning and failure protocols by providing exceptional communication and coordination skills with JBT management, DOA, Airlines, and TSA
- Analyze the BHS/CBIS/CBRA operational decisions by initiating, facilitating, managing, and coordinating the implementation of contingency, backup, or fallback plans and procedures for continuous smooth system operations



- Receive all incoming calls, texts, emails, issues, inquires, requests, complaints and/or direct orders and log system irregularities into the user interface workstation keeping accurate and complete documentation
- Understand the physical system layout and associated controls functionality in order to efficiently oversee the daily baggage in and out flow
- Provide rapid response and resolution to all reactive maintenance situations by dispatching corrective actions in a clear and concise manner
- Oversee the daily BHS statistical reporting by collecting, logging, and filing all “End of Day” reports including printing and distributing daily reports to the appropriate stakeholders
- Coordinate the performance of a daily system pre-start check one (1) hour to anticipated airline use and a complete operational system check to ensure smooth daily operations
- Provide quality customer service with complete transparency by communicating, coordinating, and collaborating with all stakeholders informing of any system irregularities

Position Requirements:

- Minimum 1-year experience with computerized systems
- Excellent communication, coordination, and customer service skills required
- Provide clear and concise directions & instructions with strong verbal & written communication skills

3.5 Project by Each Staff Member:

BHS Projects by Proposed Operation & Maintenance Manager, Jose Vazquez

Managerial Oversight Projects:

- Provided site management support for the BHS O&M Services startup at the following airports:
 - Daniel K. Inouye International Airport (HNL) – Honolulu, Hawaii (Complete Airport)
 - Kahului Airport (OGG) – Kahului, Hawaii (Complete Airport)
 - Phoenix Sky Harbor International Airport (PHX) – Phoenix, Arizona (Terminal 4 for American Airlines)
 - Los Angeles International Airport (LAX) – Los Angeles, California (Terminal 2 & 3 for Delta Air Lines)



- Provided site leadership support for the BHS O&M Services startup at Miami International Airport (MIA):
 - Overall responsibility to carry out all the service provisions of the contract with the devoted time exclusively for executing the required scope of work with support from the Site O&M Manager
 - Oversee supervision of the day-to-day operations, maintenance, and management including managing RM, PM, Pd.M., CM, and emergency situations with effective communication with Customer, Airport Stakeholders, TSA, and Airlines
 - Supervise the administrative work including safety, quality assurance, key performance metrics, technical training, inventory management, human resources, computerized maintenance management system, performance reporting, and contract administration
 - Provide valiant system monitoring to identify potential problems and evaluate the required systems and equipment performance and developing solutions for corrective maintenance
 - Attend regularly scheduled and/or on-demand meetings, perform equipment deficiency assessments, conduct system training sessions, and led tours and inspections
 - Review and approve expenditures for parts, supplies, materials, tools, equipment, and subcontracted work requirements with support from the Site Manager

BHS Projects by Proposed Assistant Operation & Maintenance Manager, David Morgan

Managerial Oversight Projects:

- Provided purchasing & procurement supervision at Miami International Airport (MIA) for the BHS at the South and Central Terminal which consists of two independent systems of approximately 26,400 linear feet of baggage conveyance with twelve (12) TSA controlled Explosive Detection Systems (EDS) processing 20,000 bags per day with peak demand over 25,000 bags serving over 25+ different international air carriers.
- Assist the BHS O&M Team with all procedure & purchasing activities to ensure smooth system operations
- Maintain accurate supplier database and obtain competitive quotes for executing purchase orders



- Perform analytical assessments and resolutions using SQL query tools for procurement management
- Maintain accurate CMMS records for asset, work, procurement, inventory, and warranty management
- Coordinate supplier procurement activities and resolve all supplier disputes or reimbursements
- Oversee the rebuild programs for conveyance equipment and BHS training for PM inspections
- Provide actionable response to BHS O&M Services including active participation in predictive and corrective maintenance repairs
- Perform BHS PM inspections for identifying potential problems and evaluate the required systems and equipment performance for developing or recommending innovative solutions for corrective maintenance including supporting emergency repair services
- Provide comprehensive technical training for BHS equipment including replacing motors, belts, photo eyes, and fire doors including High Speed Diverter (HSD) diagnostic troubleshooting, testing, and adjusting

3.6 Identify Will Call Staff:

For the required PBIA BHS Scope of Work/Services, we propose a total staffing headcount of seventeen (17) full-time employees which includes the following positions:

- O&M Manager (1)
- Assistant O&M Manger (1)
- Lead Journeyman Electrical Technician (1)
- Lead Maintenance Technician (3)
- Maintenance Technician (4)
- Maintenance Technician Apprentice (4)
- Control Room Operator/Dispatcher (3)

The following represents our proposed Staffing Plan and work schedule by positions, shifts, and hours in accordance with the RFP – highlighted in RED is the employee(s) that our Small Business Enterprise (SBE)



Subcontractor and Partner, Systems Integration & Maintenance, Inc. (SIM) will deploy for the Scope of Work/Services:

Palm Beach International Airport Baggage Handling System Staffing Plan							
POSITION	SUN	MON	TUE	WED	THU	FRI	SAT
Operation & Maintenance Manager	OFF	0700-1530	0700-1530	0700-1530	0700-1530	0700-1530	OFF
Assistant Operation & Maintenance Manager	0700-1530	0700-1530	0700-1530	0700-1530	OFF	OFF	0700-1530
1st Shift (Day)							
Lead Journeyman Electrical Technician	0500-1700	0500-1700	0500-1700	0500-1100	OFF	OFF	OFF
Maintenance Technician	0500-1700	0500-1700	0500-1700	0500-1100	OFF	OFF	OFF
Maintenance Technician Apprentice	0500-1700	0500-1700	0500-1700	0500-1100	OFF	OFF	OFF
Lead Maintenance Technician	OFF	OFF	OFF	1100-1700	0500-1700	0500-1700	0500-1700
Maintenance Technician	OFF	OFF	OFF	1100-1700	0500-1700	0500-1700	0500-1700
Maintenance Technician Apprentice	OFF	OFF	OFF	1100-1700	0500-1700	0500-1700	0500-1700
2nd Shift (Night)							
Lead Maintenance Technician	1700-0500	1700-0500	1700-0500	1700-2300	OFF	OFF	OFF
Maintenance Technician	1700-0500	1700-0500	1700-0500	1700-2300	OFF	OFF	OFF
Maintenance Technician Apprentice	1700-0500	1700-0500	1700-0500	1700-2300	OFF	OFF	OFF
Lead Maintenance Technician	OFF	OFF	OFF	2300-0500	1700-0500	1700-0500	1700-0500
Maintenance Technician	OFF	OFF	OFF	2300-0500	1700-0500	1700-0500	1700-0500
Maintenance Technician Apprentice	OFF	OFF	OFF	2300-0500	1700-0500	1700-0500	1700-0500
Control Room Operations							
Control Room Operator/Dispatcher	0600-1430	0600-1430	0600-1430	0600-1430	0600-1430	OFF	OFF
Control Room Operator/Dispatcher	1230-2300	1230-2300	OFF	OFF	OFF	0400-1430	0400-1430
Control Room Operator/Dispatcher	OFF	OFF	1430-2300	1430-2300	1430-2300	1430-2300	1430-2300

With respect to the proposed Staffing Plan, JBT is completely flexible and will make any changes, adjustments, or modifications to the proposed schedule that will best serve the Airport. As necessary, we will also make scheduling changes or adjustments based on the DOA requests and/or due to special events or changes in airport operations.

Our proposed Staff Plan will provide the Airport 24-hour daily coverage seven days a week with the staff working a combination of 8, 10, & 12 hour shifts. For the Technician(s), we plan calls to work twelve (12) hour shifts - 1st shift (day coverage) from 0500 to 1700 seven days per week and 2nd shift (night coverage) from 1700 to 0500 seven days per week. Each shift will include three (3) Technicians per shift (1-Lead Maintenance Technician, 1-Maintenance Technician, and 1-Maintenance Technician Apprentice). Each shift of Technician(s) will serve as First Responders to all system jams, stops, alerts, alarms, faults, failures, outages, overloads, malfunctions, and any system irregularities within two (2) minutes of detection. The Technician Maintenance Apprentice(s) will



primarily oversee the manual encoding duties and responsibilities as well as first responder to bag jams with continuous support from the other shift Team Members. The Technician(s) will serve as backup for the Control Room Operator/Dispatchers for gaps in the schedule or for work shift breaks. The Control Room Operator/Dispatcher(s) will cover BHS operations from 0600 to 2300 seven days per week.

With respect to irregular or emergency operations, situations, or events which require immediate and rapid actionable response and resolution, we acknowledge and confirm that we will use “all-hands-on-deck” utilizing the immediate shift of Technician(s) on-duty at the site, and if necessary, will call-in additional staff from other shifts. In addition, if necessary for extreme measures, we will call upon our vast pool of technical resources at our other Florida operations at Miami and Orlando for support and service.

3.7 Employee Salaries & Benefits:

As wages, salaries, and benefits are primary factors in attracting, recruiting, onboarding, and retaining employees; therefore, JBT utilizes multiple resources and conducts in-depth analysis of the local labor market to determine the appropriate wages & benefits. With respect to wage determination, our in-depth resources include data from government websites, social media, local news outlets, and analysis of current market trends along with internal reports generated through our Human Resource Information System (HRIS) and Applicant Tracking Software (ATS). Some of the external data sources include US Bureau of Labor Statistics, Department of Labor & Workforce Development, Economic Resource Institute’s Salary Survey Database, and Social Security Administration. We also study the various Job Boards including LinkedIn, Indeed, Glassdoor etc. to understand the local labor market. Information generated through these sources help us develop competitive staffing marketing strategies to attract qualified candidates.

The Economic Research Institute (ERI) is a paid database that gives us access to employer-reported compensation surveys. Data from ERI helps JBT compare employee salaries against market benchmarks. The

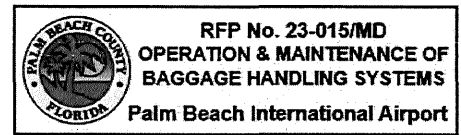


Bureau of Labor Statistics (BLS) provides monthly labor market reports that gives JBT an overview of the state unemployment rates that help us understand the current labor market. The BLS monthly news provides a better understanding of the labor market survey statistics. In addition to external resources, JBT also examines internal HR metrics including Time to Hire, Turnover, Cost per Hire, etc. to make staffing decisions and focus on building a talent pipeline. The above-mentioned resources enable JBT to develop a compensation strategy that is data driven and forward-thinking. The information gathered through these sources also helps JBT forecast the wage increases that need to be factored in each year. The Department of Labor & Statistics provides monthly labor market reports that gives JBT an overview of the Consumer Price Index (CPI) for the State of FL. The report also provides State unemployment rates that help us understand the current labor market.

With respect to wage determination, legal compliance is a top priority for JBT while conducting wage analysis and determining increases. We ensure that JBT employee wages meet the state and federal mandated Living and Minimum wages. The National Compensation Survey from the BLS website provides quarterly trends that gives us a better understanding of the Employment Cost Index (ECI) and Employer Costs for Employee Compensation (ECEC). The annual Cost of Living Adjustments published by the Social Security Administration is another valuable source in determining annual wage increases or escalation.

JBT acknowledges the wage inflation in the Palm Beach County and the surrounding labor market areas as a result of the post pandemic and recognizes the challenges of attracting, recruiting, onboarding, and retaining staff that aligns with the significant and rapid changes nationwide. At JBT, we have developed a comprehensive plan towards establishing and increasing wage rates to attract and retain our talent.

JBT follows a well-planned and holistic approach to establishing a compensation strategy that enables us to ensure pay equity among employees and better managed employment related expenses. The first step undertaken to achieving this goal is, assessing our contractual obligations to develop a detailed job description that will cater to the needs of our customer. Next, we explore the factors that determine the pay rate for these



jobs. Finally, we develop a compensation structure based on market research that aligns with JBT's compensation philosophy.

As a standard practice, we will post the required positions on our JBT Website and all recruiting websites associated with JBT, which will allow potential candidates to apply through our on-line process. **We acknowledge that we will give the current incumbent contractor's staff members the opportunity to apply for the various positions and will do everything reasonable to retain qualified and experienced staff members to fill vacant positions.**

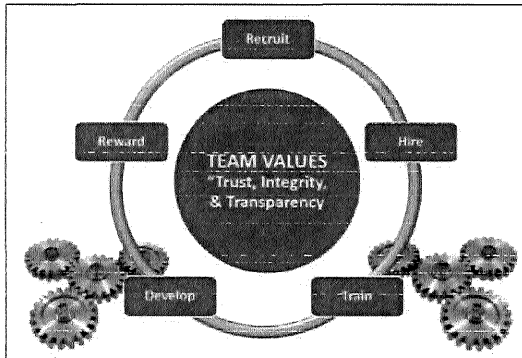


For seeking potential candidates, we will utilize a wide variety of website services for high volume recruiting i.e., LinkedIn, Indeed, Glassdoor, etc. including working with local Technical and Community Schools by sponsoring job fairs as needed. In addition, if it becomes necessary, we will also recruit through the various local newspapers and State Work Services. We also will tailor the job description postings to be more inclusive in appealing to widest demographics.

Through our extensive interview & evaluation process, we will ensure that all candidates meet the essential duties and responsibilities and in full compliance with the Equal Employment Opportunity (EEO) regulations. The interview & evaluation process includes not only criminal background checks and investigations according to current laws, rules, and regulations, but reference checks and verification of previous work history, education, licenses, certifications, and training. Drug screening is utilized for 100% of new hires throughout our organization. As part of our pre-employment process, all Team Members are required to have verbal and written fluency with the English language. **We acknowledge that the County has the rights to reject any Team Member for any reason other than those rightfully protected by the law.**



Our employee retention strategies are critical to reduce high turnover rates which are experience and thwart the organization's efforts in meeting productivity goals and providing essential customer support. JBT will adopt multiple strategies to stay ahead of high turnover by offering competitive wages & benefits and advanced training



& development catered to the changing needs of the employees that is conducive for employee growth which leads to the potential for internal advancement and promotion.

JBT recognizes that essential elements of retaining talent requires training, developing, and rewarding employees through implementing team values based upon trust, integrity, and

transparency. At JBT, we place great emphasis on the importance and focus on our company's Code of Ethics as it serves as the basis for personal conduct. JBT has always recognized that our long-term interest complies with the highest standards of ethical conduct and applicable law. Our continuous staffing development programs provide a comprehensive approach that facilitates the personal growth of our Team Members.

With respect to retaining our Team Members, we use a wide range of approaches to stay relevant with our Team Member's in offering the following benefits:

- Competitive Salaries & Wages: Our compensation policies will pay out competitive salaries & wages consistent with the local market and the changes that occur over the life of the contract. Once the initial salary and/or wage ranges are established, our Human Resource Team will periodically perform local regional salary/wage surveys or searches to ensure competitive compensation is maintained and sustained through the duration of the contract period.
- Employee Benefits: Our comprehensive benefit plans offer our Team Members the opportunity to select their employee benefits in a 'Cafeteria' format, which allows each Team Member the opportunity to select



benefits based upon their individual and/or family needs. The following are a listing of those benefits and retirement plans:

- Medical/Dental/Vision Coverage
 - Health & Wellness Benefit Programs
 - Short-Term & Long-Term Disability Plan and Protection
 - Life Insurance and Accidental Death & Dismemberment (AD&D)
 - Health Savings Account (HAS)
 - Flexible Savings Account (FSA)
 - Employee Assistance Plan (EAP)
 - Educational Assistance Plan
 - Paid Time Off (PTO) for Holiday, Vacation & Sick Leave
 - Savings & Investment Plan (401K) with shared contribution managed through Fidelity
-
- Internal Promotion: Whenever possible, JBT promotes internally those Team Members that demonstrate the skills and abilities for advancement. The airport environment is unique and therefore, we find the best success when we are able to promote skilled Team Members who already possess knowledge specific to the airport. Knowing that opportunities are available to move up within the organization not only helps to retain Team Members but also motivates them to improve their skills resulting in higher overall performance.

 - Advanced Training & Development: Once a Team Member has begun their employment, we provide continuous technical training to help advanced the development of the employee with their technical skills and abilities. When needed, we will bring both inside and outside training resources for advanced or specialized technical training requirements.

We recognize that the most expensive aspect of our Scope of Work/Service offering is direct labor cost and that the true measure of our success is in the deployment and development of our workforce which is why “Invest-In and Develop Our Team Members” is an essential element of our Operation Plan. We know that we are only as good as our people and our ability to deliver and execute the highest standards and best practices in fully meeting the County’s expectations.



3.8 Differential Proposed Benefits:

Our comprehensive benefit plans offer all of our Team Members the opportunity to select their employment benefits in a 'Cafeteria' format, which allows each Team Member the opportunity to select benefits based upon their individual and/or family needs for both salaried and non-salaried positions.

3.9 Inventory Management Plan:

JBT will implement a inventory mangement plan to manage, maintain, and report on parts, materials, supplies, chemicals, tools, and equipment including monthly inventory reporting and notification of procurement accountability. We will coordinate with the PBIA DOA for approval on spare parts procurement and will maintain adequate inventories to ensure the in-service performance requirements are achieved. At the startup of the contract, we will review and ensure the spare parts inventory as shown in the Scope of Work/Services – Attachment D are identifed and loaded into the CMMS database. After the review, we will establish recommendations for on-hand spare parts if needed.

JBT will take the following actions with respect to the Inventory Management Plan:

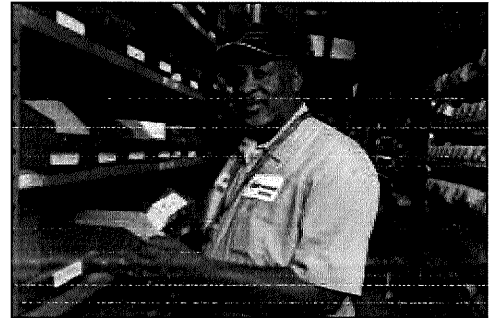
- Conduct a complete and thorough physical inventory of all spare parts
- Confirm or update the existing inventory information in the CMMS database
- Organize, sort, and straighten the spare parts inventory for executing the Scope of Work/Services
- Provide the DOA with an updated spare parts verification and acceptance report
- Make any recommendations for future actions

We will provide the ongoing management of the Inventory and Procurement Program by coordinating and collocating with PBIA DOA. JBT will take on the duties and responsibilities to procure, inspect, receive, handle, stock, store, and distribute the required spare parts for the Scope of Work/Services. We will recommend the



purchase of parts that shall be of the quality and grade in full compliance with established equipment manufacturer's standards.

At a minimum, our Inventory Management Plan will include the following but not limited to:



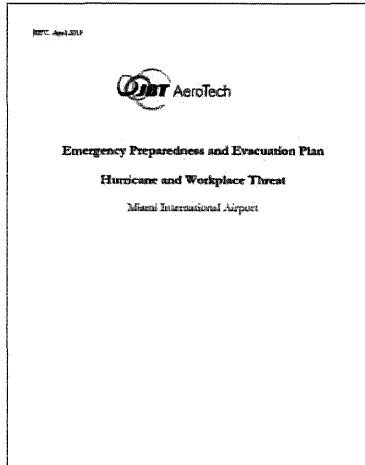
- Manage the spare parts inventory in a manner that establishes and maintains the proper stocking levels
- Make recommendations to the PBI DOA for the purchase of spare parts, materials, supplies, etc.
- Oversee the inventory including procure, inspect, receive, handle, stock, store and distribute as needed
- We will seek competitive quotes from suppliers or vendors to ensure the best value
- All replacement or spare parts shall be the same make, model, and part number of the original equipment
- Substitute parts must be equivalent or superior to OEM and must receive prior approval from DOA
- Utilize the CMMS database to record and track all spare parts utilization including inflow and outflow
- Generate monthly inventory, utilization, and procurement reports from the CMMS database
- Manage the CMMS database to record and track all warranty activities and reimbursements

3.10 Response to Irregular Operations:

With respect to irregular or emergency operations, situations, or events which require immediate and rapid actionable response and resolution, we acknowledge and confirm that we will use "all-hands-on-deck" utilizing the immediate shift of Technician(s) on-duty at the site, and if necessary, will call-in additional staff from other shifts. In addition, if necessary for extreme measures, we will call upon our vast pool of technical resources at our other Florida operations at Miami and Orlando. With all irregular or emergency operations, we will communicate, coordinate, and collaborate with the County and the Airport Stakeholders and if necessary, will develop comprehensive action plans to address all issues and concerns aimed at mitigating or reducing the risks, threats, or hazards. As part of our contract compliance, we will implement a Hurricane Response Plan and Workplace Threat Plan which will be similar to our current Miami Emergency Preparedness and Evacuation Plan for Hurricane



and Workplace Threat – The following will be a sampling of our approach for a PBIA Plan:



With respect to creating a PBIA Emergency Preparedness and Evacuation Plan, we will hold frequent tabletop exercises with our staff responsible for the pre-storm and post-storm activities. These exercises will include making continuous updates, changes, and revisions to the plan to confirm the accuracy of the actionable response and resolution including updates of key contact personnel including first responders and required notification protocol. We will identify the JBT Team Members that live the closest to the PBIA and who would be willing as first responders to coordinate first responder duties and

responsibilities. Additionally, JBT will actively participate in all PBIA meetings, briefings, and conference calls that are associated with hurricane emergency situations or other events as necessary.

We confirm that we have extensive airport experience in South Florida with adverse weather conditions related to hurricanes, as was the case with Hurricane Irma (2017), Hurricane Dorian (2019), and most recent with Hurricane Ian (2022). As a result of these storms at Miami International Airport, we promptly put into effect our detailed steps in the MIA Emergency Preparedness and Evacuation Plan for pre-storm activities with complete coordination, communication, and collaboration with MDAD, TSA, Airlines, and other key stakeholders for shutting down the baggage system and ceasing operation. Likewise, the process for post-storm activities were implemented to startup the baggage system and resume operation as the Airlines resumed normal flight activity. **Over the years, JBT has received praise and recognition from MDAD and the Airlines for their efforts in managing emergencies situations and events.**



Emergency Preparedness and Evacuation Plan for Hurricane and Workplace Threat: The following is a sample page of the current plan developed by JBT: (Page 5 – PRE-STORM CHECKLIST)

24 HOURS PRIOR TO STORM LANDFALL:

1. Final tie-down of equipment as directed by customer.
2. Shut-Down of remaining utilities as buildings become vacant.
3. Removal of all personnel, based on airport closure.

PRE-STORM CHECKLIST

TASK (BHS Concourses "F" and "J")	Suggested Time Line	Date Completed
Create contact list for customers	May of each year	
Verify that security/storm doors are functional	May of each year	
Secure all roll up security doors on stair devices and OS bells	48 hours prior to storm landfall	
Secure the roll up security doors at CTX machines, concourse F	48 hours prior to storm landfall	
Secure office PCs and Equipment	24 hours prior to storm landfall	
Fuel all vehicles	Daily	
Power down concourse F bag room conveyors, MCP, PC, and PLC systems	As customer directs	
Power down concourse J bag room conveyors, MCP, PC, and PLC systems	As customer directs	
Assist GE to power down TSA-EDS machines conveyors, MCP, PC, and PLC systems	As customer directs	
Power down Encoder control stations at concourses F and J	As customer directs	
Power down all control components in the J and F control booths (PCs, Plasma displays, Server racks)	As customer directs	

5

POST STORM ACTIVITIES:

1. Evaluate site damage, document damage with pictures or video as possible.
2. Conduct phone calls for headcount of employees.
3. Utilize agencies such as Red Cross, local emergency response teams to assist in locating and verifying wellbeing of employees in more severely affected areas.
4. Contact employees to notify when shifts will resume.
5. Begin site clean-up. Be Aware of Downed Power Lines!
6. Check for natural gas leaks!
7. Begin to release equipment from tie-downs as directed by customer.
8. Perform function check on equipment as it is powered up.
9. Restore power to equipment in the facilities as directed by customer.
10. Administrative/management staff to check, plug, and restart all computers.
11. Resume normal operations as soon as possible.

POST-STORM CHECKLIST

TASK (BHS Concourses "F" and "J") Create one Work Order Number for all post storm repairs and activities (Site Wide)	Date Completed
Survey all equipment for damage due to storm (Be Aware of Down Electrical Lines)	
Assist Customers with documenting damage by means of pictures and or video	
Assist Customers with clearing and disposing of any debris	
Restore power to equipment as directed by MDAD	
Power up all control components in the control booths (PCs, Plasma Displays, Server racks)	
Power up concourse F bag room PC, MCP, and PLC Systems	
Power up concourse J bag room (C, MCP, and PLC Systems	
Assist GE to power up TSA-EDS machines conveyors, PC, MCP, and PLC systems	
Power up Encoder Control Stations at concourses F and J	
Run Start Up Procedures for all conveyor and sortation systems	
Un-secure Office PCs and equipment	
Open the security/storm doors that were secured.	

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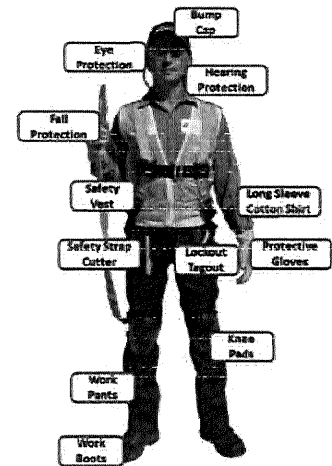
Emergency Preparedness and Evacuation Plan for Hurricane and Workplace Threat (Cont.): The following is a sample page of the current plan developed by JBT: (Page 6 – POST-STORM CHECKLIST)



3.11 Employee Uniforms

We will ensure that all Team Members receive uniforms and the proper Personal Protective Equipment (PPE) and will wear and utilize the appropriate PPE as shown: (The company logo will be located on the left side of the shirt and employee name on the right side of the shirt)

- JBT Uniform:
 - Long / Short Sleeve Cotton Shirt (Grey)
 - Work Pants (Dark Blue)
- Work Boots
- Bump Cap / Hat
- Reflective Safety Vest
- Hearing Protection
- Eye Protection (As required)
- Protective Gloves (As required)
- Knee Pads (As required)
- Lockout / Tagout (As required)
- Fall Protection (As required)



Selected uniforms will comply with PBIA DOA, OSHA, NFPA, NEC, and applicable safety regulatory requirements. Each Team Member is required to complete training associated with Uniforms & PPE which includes proper methods for storage, care, and upkeep, as well as donning, doffing and limitations. JBT will work with a local uniform company to ensure the professional appearance of the uniforms.



SECTION 4: BUSINESS LOCATION / LOCAL PREFERENCE

JBT does not qualify as a local business and does not have a permanent place of business in Palm Beach County; therefore, Appendix D – Certification of Business Location is not applicable, and we are not eligible for local preference.

Not Qualified
APPENDIX D
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 23-015/MD

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal 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 proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer 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 proposer for additional information related to this requirement after the proposal due date.

I. Proposer 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 proposer's County Business Tax Receipt verifies proposer's permanent place of business.

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

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

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 proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

(Signature)

(Date)



SECTION 5: COMMERCIAL NON-DISCRIMINATION

JBT confirms that we are in full compliance with the Commercial Non-Discrimination Policy as defined in the RFP specification and at the time of our proposal submission, we have no recorded instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that JBT has discriminated against its subcontractors, vendors, suppliers, or commercial customers. We have indicated our acceptance in full compliance with the Commercial Non-Discrimination Policy by signing the Price Proposal Page(s) as required.



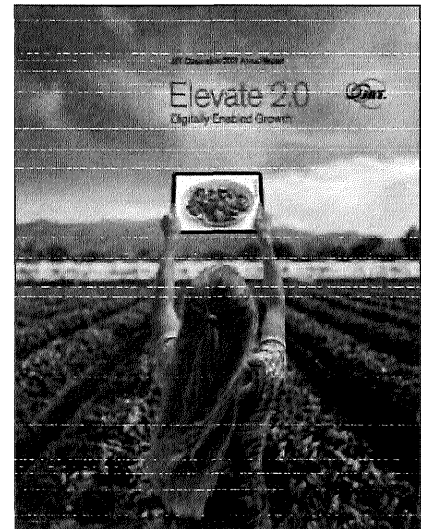
SECTION 6: FINANCIAL / BUSINESS STABILITY

John Bean Technologies Corporation (JBT), a publicly traded company (NYSE: JBT) and a leading global technology solutions provider to high-value segments of the air transportation and food & beverage industries.

Enclosed is ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA with Report of Independent Registered Public Accounting Firm from our **JBT CORPORATION 2021 ANNUAL REPORT** (This data & report consist of 44 pages) and W-9 Form Identification Number & Certification (This document consist of 1 page).

- Taxpayer Identification Number (TIN): 91-1650317

Additional financial data is available at www.jbtc.com by making the following selections on our website under the dropdown menu titled "Investors" including Quarterly Results, Annual Reports, SEC Filings, and other corporate information.



JBT is a highly regarded and valued client of Western Surety Company. Since 2008, Western Surety Company, a member of the CNA Surety Companies with a rating of A, XIII AM Best's Rating Guide and licensed to do business in all fifty states has provided JBT with bonding ability to meet our contractual obligations.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of John Bean Technologies Corporation

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheet of John Bean Technologies Corporation and its subsidiaries (the “Company”) as of December 31, 2021, and the related consolidated statements of income, comprehensive income, changes in stockholders’ equity, and cash flows for the year then ended, including the related notes and schedule of valuation and qualifying accounts for the year ended December 31, 2021 listed in the index appearing under Item 15(a)(2) (collectively referred to as the “consolidated financial statements”). We also have audited the Company’s internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

Basis for Opinions

The Company’s management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in Management’s Annual Report on Internal Control over Financial Reporting appearing under Item 9A. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company’s internal control over financial reporting based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audit of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinions.

As described in Management’s Annual Report on Internal Control over Financial Reporting, management has excluded CMS Technology, Inc (“Prevenio”), Urtasun Tecnología Alimentaria S.L. (“Urtasun”) and AutoCoding Systems Ltd. (“ACS”) from its assessment of internal control over financial reporting as of December 31, 2021, because they were acquired by the Company in purchase business combinations during 2021. We have also excluded Prevenio, Urtasun and ACS from our audit of internal control over financial reporting. Prevenio, Urtasun and ACS are wholly-owned subsidiaries whose total assets and total revenues excluded from management’s assessment and our audit of internal control over financial reporting collectively represent 2.2% and 1.6%, respectively, of the related consolidated financial statement amounts as of and for the year ended December 31, 2021.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding

prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the consolidated financial statements that were communicated or required to be communicated to the audit committee and that (i) relate to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Revenue Recognition - Product Revenue Estimated Costs at Completion

As described in Note 1 to the consolidated financial statements, the Company recognized \$682.7 million of product revenue for the year ended December 31, 2021, for over time projects using the "cost-to-cost" input method for refurbishments of customer-owned equipment and for highly customized equipment for which the Company has a contractual, enforceable right to collect payment upon customer cancellation for performance completed to date. For product revenue recognized over time, progress is measured based on costs incurred to date relative to total estimated cost at completion. Cost estimates are based on assumptions and estimates to project the outcome of future events; including estimated labor and material costs required to complete open projects.

The principal considerations for our determination that performing procedures relating to revenue recognition - product revenue estimated costs at completion is a critical audit matter are (i) the significant judgment by management when determining the estimated costs at completion, and (ii) the high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's assumptions related to estimated labor and material costs required to complete open projects.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the product revenue recognition process, including controls over the determination of estimated costs at completion. These procedures also included, among others, evaluating and testing management's process for determining the estimated costs at completion for a sample of contracts, which included evaluating the reasonableness of assumptions related to the estimated labor and material costs required to complete open projects used by management and considering the factors that can affect the accuracy of those estimates. Evaluating the reasonableness of assumptions used involved assessing management's ability to reasonably estimate costs at completion by (i) testing the completeness and accuracy of underlying data used in the estimate; (ii) performing a comparison of the originally estimated and actual costs incurred on similar completed contracts; (iii) evaluating the timely identification of circumstances that may warrant a modification to estimated costs at completion; and (iv) evaluating responses to inquiries with the Company's project managers regarding the expected remaining efforts.

Acquisition of Prevenio – Valuation of Customer Relationship Intangible Asset

As described in Note 2 to the consolidated financial statements, the Company acquired 100% voting equity of Prevenio for a total purchase price of \$169.8 million, net of cash acquired, which resulted in \$41.0 million of a customer relationship intangible asset being recorded. As disclosed by management, management uses the multi-period excess earnings method to determine the fair value of the customer relationships. Management's estimates and assumptions used to determine the fair value of the customer relationship intangible asset include forecasted revenue growth rates, EBITDA margins, customer attrition rate and the discount rate.

The principal considerations for our determination that performing procedures relating to the valuation of the customer relationship intangible asset from the acquisition of Prevenio is a critical audit matter are the (i) the significant judgment by management when developing the fair value estimate of the customer relationship intangible asset; (ii) the high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating management's assumptions related to forecasted revenue growth rates, EBITDA margins, customer attrition rate and the discount rate; and (iii) the audit effort involved the use of professionals with specialized skill and knowledge.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to the acquisition accounting, including controls over management's valuation of the customer relationship intangible asset and controls over the development of assumptions related to forecasted revenue growth rates, EBITDA margins, customer attrition rate and the discount rate. These procedures also included, among others (i) reading the purchase agreement; (ii) testing management's process for developing the fair value estimate of the customer relationship intangible asset; (iii) evaluating the appropriateness of the multi-period excess earnings method; (iv) testing the completeness and accuracy of underlying data used in the valuation; and (v) evaluating the

reasonableness of management's assumptions related to forecasted revenue growth rates, EBITDA margins, customer attrition rate and discount rate. Evaluating the reasonableness of management's assumptions related to forecasted revenue growth rates, EBITDA margins and the customer attrition rate involved considering (i) the current and past performance of the acquired business; (ii) the consistency with external market and industry data; and (iii) whether the assumptions were consistent with evidence obtained in other areas of the audit. Professionals with specialized skill and knowledge were used to assist in the evaluation of (i) the multi-period excess earnings method and (ii) the reasonableness of the assumptions related to customer attrition rate and the discount rate.

/s/ PricewaterhouseCoopers LLP

Chicago, Illinois
February 24, 2022

We have served as the Company's auditor since 2021.

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors John Bean Technologies Corporation:

Opinion on the Consolidated Financial Statements

We have audited, before the effects of the adjustments to retrospectively apply the change in accounting described in Note 1, the consolidated balance sheet of John Bean Technologies Corporation and subsidiaries (the Company) as of December 31, 2020, the related consolidated statements of income, comprehensive income, changes in stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2020, and the related notes and financial statement schedule II (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements, before the effects of the adjustments to retrospectively apply the change in accounting described in Note 1, present fairly, in all material respects, the financial position of the Company as of December 31, 2020, and the results of its operations and its cash flows for each of the years in the two-year period ended December 31, 2020, in conformity with U.S. generally accepted accounting principles.

We were not engaged to audit, review, or apply any procedures to the adjustments to retrospectively apply the change in accounting described in Note 1 and, accordingly, we do not express an opinion or any other form of assurance about whether such adjustments are appropriate and have been properly applied. Those adjustments were audited by other auditors.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ KPMG LLP

We served as the Company's auditor from 2007 to 2021.

Chicago, Illinois
February 25, 2021

JOHN BEAN TECHNOLOGIES CORPORATION
CONSOLIDATED STATEMENTS OF INCOME

(In millions, except per share data)	Year Ended December 31,		
	2021	2020	2019
Revenue:			
Product revenue	\$ 1,614.6	\$ 1,498.3	\$ 1,684.1
Service revenue	253.7	229.5	261.6
Total revenue	1,868.3	1,727.8	1,945.7
Operating expenses:			
Cost of products	1,124.1	1,029.0	1,154.4
Cost of services	177.4	165.1	193.2
Selling, general and administrative expense	401.1	358.5	396.4
Restructuring expense	5.6	12.1	13.5
Operating income	160.1	163.1	188.2
Pension (income) expense, other than service cost	(1.3)	3.7	2.5
Interest expense, net	8.7	13.9	18.8
Income from continuing operations before income taxes	152.7	145.5	166.9
Income tax provision	34.3	36.7	37.6
Income from continuing operations	118.4	108.8	129.3
Loss from discontinued operations, net of income taxes	—	—	0.3
Net income	\$ 118.4	\$ 108.8	\$ 129.0
Basic earnings per share:			
Income from continuing operations	\$ 3.70	\$ 3.40	\$ 4.05
Loss from discontinued operations	—	—	(0.01)
Net income	\$ 3.70	\$ 3.40	\$ 4.04
Diluted earnings per share:			
Income from continuing operations	\$ 3.69	\$ 3.39	\$ 4.03
Loss from discontinued operations	—	—	(0.01)
Net income	\$ 3.69	\$ 3.39	\$ 4.02
Weighted average shares outstanding:			
Basic	32.0	32.0	31.9
Diluted	32.1	32.1	32.0

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

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

Year Ended December 31,

(In millions)	2021	2020	2019
Net income	\$ 118.4	\$ 108.8	\$ 129.0
Other comprehensive income (loss), net of income taxes			
Foreign currency translation adjustments	1.0	(8.8)	2.2
Pension and other post-retirement benefits adjustments	15.9	(14.4)	(6.6)
Derivatives designated as hedges	5.6	(3.9)	(1.9)
Other comprehensive income (loss)	22.5	(27.1)	(6.3)
Comprehensive income	\$ 140.9	\$ 81.7	\$ 122.7

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

JOHN BEAN TECHNOLOGIES CORPORATION
CONSOLIDATED BALANCE SHEETS

(In millions, except per share and number of shares)	December 31, 2021	December 31, 2020
Assets		
Current Assets:		
Cash and cash equivalents	\$ 78.8	\$ 47.5
Trade receivables, net of allowances	239.1	236.1
Contract assets	94.4	68.3
Inventories	229.1	197.3
Other current assets	77.3	66.9
Total current assets	718.7	616.1
Property, plant and equipment, net of accumulated depreciation of \$339.2 and \$334.8, respectively	267.6	268.0
Goodwill	684.8	543.9
Intangible assets, net	342.6	299.1
Other assets	127.7	78.8
Total Assets	\$ 2,141.4	\$ 1,805.9
Liabilities and Stockholders' Equity		
Current Liabilities:		
Short-term debt	\$ —	\$ 2.4
Accounts payable, trade and other	186.0	140.7
Advance and progress payments	190.2	137.5
Accrued payroll	56.6	42.9
Other current liabilities	117.1	134.0
Total current liabilities	549.9	457.5
Long-term debt	674.4	522.5
Accrued pension and other post-retirement benefits, less current portion	57.6	94.1
Other liabilities	109.0	94.7
Commitments and contingencies (Note 16)		
Stockholders' Equity:		
Preferred stock, \$0.01 par value; 20,000,000 shares authorized; no shares issued in 2021 or 2020	—	—
Common stock, \$0.01 par value; 120,000,000 shares authorized; 2021:31,769,967 issued and outstanding; 2020: 31,741,607 issued, and 31,729,736 outstanding	0.3	0.3
Common stock held in treasury, at cost; 2021: 0, and 2020: 11,871	—	(1.0)
Additional paid-in capital	214.2	229.9
Retained earnings	733.4	627.8
Accumulated other comprehensive loss	(197.4)	(219.9)
Total stockholders' equity	750.5	637.1
Total Liabilities and Stockholders' Equity	\$ 2,141.4	\$ 1,805.9

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

JOHN BEAN TECHNOLOGIES CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS

(In millions)	Year Ended December 31,		
	2021	2020	2019
Cash Flows From Operating Activities:			
Net income	\$ 118.4	\$ 108.8	\$ 129.0
Loss from discontinued operations, net of taxes	—	—	0.3
Income from continuing operations	118.4	108.8	129.3
Adjustments to reconcile net income from continuing operations to cash provided by continuing operating activities:			
Depreciation	34.9	33.8	31.7
Amortization	41.9	38.0	33.9
Stock-based compensation	6.5	1.9	9.4
Pension and other post-retirement benefits expense	0.9	5.9	4.5
Deferred income taxes	(2.7)	9.8	19.8
Other	3.7	4.7	11.0
Changes in operating assets and liabilities:			
Trade receivables, net and contract assets	(29.2)	62.5	(18.8)
Inventories	(37.9)	44.0	(5.7)
Accounts payable, trade and other	39.6	(61.0)	(3.7)
Advance and progress payments	54.9	26.1	(48.7)
Accrued pension and other post-retirement benefits, net	(13.1)	(12.5)	(8.0)
Other assets and liabilities, net	7.8	(10.0)	(44.1)
Cash provided by continuing operating activities	225.7	252.0	110.6
Cash required by discontinued operating activities	—	—	(0.4)
Cash provided by operating activities	225.7	252.0	110.2
Cash Flows From Investing Activities:			
Acquisitions, net of cash acquired	(224.5)	(4.5)	(365.9)
Capital expenditures	(54.1)	(34.3)	(37.9)
Proceeds from disposal of assets	5.7	1.5	2.1
Cash required by investing activities	(272.9)	(37.3)	(401.7)
Cash Flows From Financing Activities:			
Net proceeds from short-term debt	(2.5)	1.5	0.4
Payment in connection with modification of credit facilities	(323.4)	—	—
Net proceeds (payments) from domestic credit facilities, net of debt issuance costs	83.1	(193.9)	311.1
Proceeds from issuance of 2026 convertible senior notes, net of issuance costs	391.4	—	—
Purchase of convertible bond hedge	(65.6)	—	—
Proceeds from sale of warrants	29.5	—	—
Settlement of taxes withheld on equity compensation awards	(2.2)	(2.2)	(6.8)
Dividends	(12.8)	(12.8)	(12.7)
Acquisition date earnout liability and other deferred acquisition payments	(16.7)	—	(4.5)
Cash provided (required) by financing activities	80.8	(207.4)	287.5
Effect of foreign exchange rate changes on cash and cash equivalents	(2.3)	0.7	0.5
Increase (decrease) in cash and cash equivalents	31.3	8.0	(3.5)
Cash and cash equivalents, beginning of period	47.5	39.5	43.0
Cash and cash equivalents, end of period	\$ 78.8	\$ 47.5	\$ 39.5
Supplemental Cash Flow Information:			
Interest paid	\$ 10.0	\$ 14.2	\$ 21.9
Income taxes paid	44.3	36.4	29.2
Non-cash investing in capital expenditures, accrued but not paid	9.3	—	—
Acquisition - deferred consideration (non-cash)	—	2.2	17.4

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

JOHN BEAN TECHNOLOGIES CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY

(In millions)	Common Stock	Common Stock Held in Treasury	Additional Paid- In Capital	Retained Earnings	Accumulated Other Comprehensive Income(Loss)	Total Equity
December 31, 2018	\$ 0.3	\$ (19.3)	\$ 245.9	\$ 416.5	\$ (186.5)	\$ 456.9
Net income	—	—	—	129.0	—	129.0
Issuance of treasury stock	—	6.7	(6.7)	—	—	—
Common stock cash dividends, \$0.40 per share	—	—	—	(12.7)	—	(12.7)
Foreign currency translation adjustments, net of income taxes of \$(1.3)	—	—	—	—	2.2	2.2
Derivatives designated as hedges, net of income taxes of \$(0.6)	—	—	—	—	(1.9)	(1.9)
Pension and other post-retirement liability adjustments, net of income taxes of \$2.0	—	—	—	—	(6.6)	(6.6)
Stock-based compensation expense	—	—	9.4	—	—	9.4
Taxes withheld on issuance of stock-based awards	—	—	(6.8)	—	—	(6.8)
December 31, 2019	0.3	(12.6)	241.8	532.8	(192.8)	569.5
Net income	—	—	—	108.8	—	108.8
Issuance of treasury stock	—	11.6	(11.6)	—	—	—
Common stock cash dividends, \$0.40 per share	—	—	—	(12.8)	—	(12.8)
Foreign currency translation adjustments, net of income taxes of \$1.9	—	—	—	—	(8.8)	(8.8)
Derivatives designated as hedges, net of income taxes of \$1.4	—	—	—	—	(3.9)	(3.9)
Pension and other post-retirement liability adjustments, net of income taxes of \$5.2	—	—	—	—	(14.4)	(14.4)
Stock-based compensation expense	—	—	1.9	—	—	1.9
Taxes withheld on issuance of stock-based awards	—	—	(2.2)	—	—	(2.2)
Adoption of ASC 326	—	—	—	(1.0)	—	(1.0)
December 31, 2020	0.3	(1.0)	229.9	627.8	(219.9)	637.1
Net income	—	—	—	118.4	—	118.4
Issuance of treasury stock	—	1.0	(1.0)	—	—	—
Common stock cash dividends, \$0.40 per share	—	—	—	(12.8)	—	(12.8)
Foreign currency translation adjustments, net of income taxes of \$(1.6)	—	—	—	—	1.0	1.0
Derivatives designated as hedges, net of income taxes of \$(2.0)	—	—	—	—	5.6	5.6
Proceeds from sale of warrants	—	—	29.5	—	—	29.5
Purchase of convertible bond hedge, net of income tax of \$17.1	—	—	(48.5)	—	—	(48.5)
Pension and other post-retirement liability adjustments, net of income taxes of \$(5.5)	—	—	—	—	15.9	15.9
Stock-based compensation expense	—	—	6.5	—	—	6.5
Taxes withheld on issuance of stock-based awards	—	—	(2.2)	—	—	(2.2)
December 31, 2021	0.3	—	214.2	733.4	(197.4)	750.5

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

JOHN BEAN TECHNOLOGIES CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Consolidation

The consolidated financial statements include the accounts of John Bean Technologies Corporation (JBT, we, or the Company) and all wholly-owned subsidiaries. All intercompany investments, accounts, and transactions have been eliminated.

Use of estimates

Preparation of financial statements that follow U.S. GAAP requires management to make estimates and judgments that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Cash and cash equivalents

Cash and cash equivalents consist of cash and highly liquid investments with original maturities of three months or less.

Allowance for credit losses

The Company adopted ASC 326, *Measurement of Credit Losses on Financial Instruments*, as of January 1, 2020 with the cumulative-effect transition method with the required prospective approach. The measurement of expected credit losses under the Current Expected Credit Loss ("CECL") methodology is applicable to financial assets measured at amortized cost, which includes trade receivables, contract assets, and non-current receivables. An allowance for credit losses under the CECL methodology is determined using the loss rate approach and measured on a collective (pool) basis when similar risk characteristics exist. Where financial instruments do not share risk characteristics, they are evaluated on an individual basis. The CECL allowance is based on relevant available information, from internal and external sources, relating to past events, current conditions, and reasonable and supportable forecasts. The allowance for credit losses as of December 31, 2021 and 2020 was \$6.0 million and \$5.3 million, respectively.

Inventories

Inventories are stated at the lower of cost or net realizable value, which includes an estimate for excess and obsolete inventories. Inventory costs include those costs directly attributable to products, including all manufacturing overhead but excluding costs to distribute. Cost is determined on the last-in, first-out ("LIFO") basis for certain of our domestic inventories. We exclude certain inventories relating to over time contracts, which are stated at the actual production cost incurred to date, reduced by the portion of these costs identified with revenue recognized. The first-in, first-out ("FIFO") method is used to determine the cost for all other inventories.

Property, plant, and equipment

Property, plant, and equipment are recorded at cost. Depreciation for financial reporting purposes is provided principally on the straight-line basis over the estimated useful lives of the assets (land improvements—20 to 35 years; buildings—20 to 50 years; and machinery and equipment—3 to 20 years). Gains and losses are reflected in the Selling, general and administrative expense on the Consolidated Statements of Income upon the sale or retirement of assets. Expenditures that extend the useful lives of property, plant, and equipment are capitalized and depreciated over the estimated new remaining life of the asset. Leasehold improvements are recorded at cost and depreciated over the standard life of the type of asset or the remaining life of the lease, whichever is shorter.

Capitalized software costs

Other assets include the capitalized cost of internal use software and software sold as part of a product. The assets are stated at cost less accumulated amortization and were \$40.6 million and \$16.9 million at December 31, 2021 and 2020, respectively. These software costs include the amount paid for purchases of software and internal and external costs incurred during the application development stage of software projects. These costs are amortized on a straight-line basis over the estimated useful lives of the assets. For internal use software, the useful lives range from three to ten years. Capitalized software amortization expense was \$3.7 million, \$3.4 million, and \$3.8 million for 2021, 2020 and 2019, respectively.

Goodwill

The Company tests goodwill for impairment annually during the fourth quarter and whenever events occur or changes in circumstances indicate that impairment may have occurred. Impairment testing is performed for each of the Company's reporting units by first assessing qualitative factors to see if further testing of goodwill is required. Qualitative factors may include, but are not limited to economic conditions, industry and market considerations, cost factors, overall financial performance of the reporting units and other entity and reporting unit specific events. If the Company concludes that it is more likely than not that a reporting unit's fair value is less than its carrying amount based on the qualitative assessment, then a quantitative test is required. The Company may also choose to bypass the qualitative assessment and perform the quantitative test. In performing the quantitative test, the Company determines the fair value of a reporting unit using the "income approach" valuation method. The Company uses a discounted cash flow model in which cash flows anticipated over several periods, plus a terminal value at the end of that time horizon, are discounted to their present value using an appropriate cost of capital rate. Judgment is required in developing the assumptions for the discounted cash flow model. These assumptions include revenue growth rates, profit margin percentages, discount rates, perpetuity growth rates, future capital expenditures, and working capital requirements, among others. If the estimated fair value of a reporting unit exceeds its carrying value, the Company considers that goodwill is not impaired. The Company calculates the impairment loss by comparing the fair value of the reporting unit less its carrying amount, including goodwill, and would be limited to the carrying value of the goodwill.

The Company completed its annual goodwill impairment test as of October 31, 2021 using a qualitative assessment approach. As a result of this assessment the Company concluded that it is more likely than not that the fair value of each reporting unit exceeds its carrying value, and therefore it determined that none of its goodwill was impaired. Similar conclusions were reached as of October 31, 2020 and 2019.

Acquired intangible assets

Intangible assets with finite useful lives are subject to amortization on a straight-line basis over the expected period of economic benefit, which range from less than 4 years to 21 years. The Company evaluates whether events or circumstances have occurred that warrant a revision to the remaining useful lives of intangible assets. In cases where a revision is deemed appropriate, the remaining carrying amounts of the intangible assets are amortized over the revised remaining useful life.

The carrying values of intangible assets with indefinite lives are reviewed for recoverability on an annual basis, and whenever events occur or changes in circumstances indicate that impairment may have occurred. The facts and circumstances considered include an assessment of the recoverability of the cost of intangible assets from future cash flows to be derived from the use of the asset. It is not possible to predict the likelihood of any possible future impairments or, if such an impairment were to occur, the magnitude of any impairment. However, any potential impairment would be limited to the carrying value of the indefinite-lived intangible asset.

For intangible assets with indefinite lives, the Company also evaluates whether events or circumstances have occurred that warrant a revision of their useful lives from an indefinite life to finite useful life. In cases where a revision is deemed appropriate, the carrying amounts of such intangible assets are amortized over the revised finite useful life. During the year 2020, we revised the indefinite useful lives of certain trade name intangible assets in the amount of \$5.0 million to amortize them prospectively.

The Company completed its annual evaluation for impairment of all indefinite-lived intangible assets as of October 31, 2021, which did not result in any impairment. Similar conclusions were reached as of October 31, 2020 and 2019.

Impairment of long-lived assets

Long-lived assets other than goodwill and acquired indefinite-lived intangible assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the long-lived asset may not be recoverable. The carrying amount of a long-lived asset is not recoverable if it exceeds the sum of the undiscounted cash flows expected to result from the use and eventual disposition of the asset. If it is determined that an impairment loss has occurred, the loss is measured as the amount by which the carrying amount of the long-lived asset exceeds its fair value.

We have evaluated the current environment as of December 31, 2021 and the year then ended and have concluded there is no event or circumstance that has occurred to trigger an impairment assessment of our long-lived assets. We will continue to monitor the environment to determine whether the impacts to the Company represent an event or change in circumstances that may trigger a need to assess for useful life revision or impairment.

Revenue recognition

Revenue is measured based on consideration specified in a contract with a customer, and excludes any sales incentives and amounts collected on behalf of third parties when the Company is acting in an agent capacity. The Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service to a customer.

Performance Obligations & Contract Estimates

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer. A contract's transaction price is allocated to each distinct performance obligation based on its respective stand-alone selling price and recognized as revenue when, or as, the performance obligation is satisfied. A large portion of revenue across the Company is derived from manufactured equipment, which may be customized to meet customer specifications.

The Company's contracts with customers in both segments often include multiple promised goods and/or services. For instance, a contract may include equipment, installation, optional warranties, periodic service calls, etc. The Company frequently has contracts for which the equipment and installation are considered a single performance obligation. In these instances the installation services are not separately identifiable as the installation goes above and beyond the basic assembly, set-up and testing and therefore significantly customizes or modifies the equipment. However, the Company also has contracts where the installation services are deemed to be separately identifiable as the nature of these services are considered basic assembly, set-up and testing, and are therefore deemed to be a separate performance obligation. This generally occurs in contracts where the Company manufactures standard equipment.

When a performance obligation is separately identifiable, as defined in ASC 606, *Revenue from Contracts with Customers*, the Company allocates a portion of the contract price to the obligation and recognizes it separately from the other performance obligations. Contract price allocation among multiple performance obligations is based on the relative standalone selling price of each distinct good or service in the contract. When not sold separately, an estimate of the standalone selling price is determined using expected cost plus a reasonable margin.

The timing of revenue recognition for each performance obligation is either over time as control transfers or at a point in time. The Company recognizes revenue over time for contracts that provide service over a period of time, for refurbishments of customer-owned equipment, and for highly customized equipment for which the Company has a contractual, enforceable right to collect payment upon customer cancellation for performance completed to date. Revenue generated from standard equipment, highly customized equipment contracts without an enforceable right to payment for performance completed to date, as well as aftermarket parts and services sales, are recognized at a point in time.

The Company utilizes the input method of "cost-to-cost" to recognize product revenue over time. The Company measures progress based on costs incurred to date relative to total estimated cost at completion. Incurred cost represents work performed, which corresponds with, and therefore depicts, the transfer of control to the customer. Contract costs include labor, material, and certain allocated overhead expense. Material costs are considered incurred, and therefore included in the cost-to-cost measure of progress, when they are used in manufacturing and therefore customize the asset. Cost estimates are based on assumptions and estimates to project the outcome of future events; including the estimated labor and material costs required to complete open projects. During the year, we recognized \$682.7 million in revenue for over time projects using the cost-to-cost method.

Revenue attributable to equipment which qualifies as point in time is recognized when customers take control of the asset. For equipment where installation is separately identifiable, the Company generally determines that control transfers when the customer has obtained legal title and the risks and rewards of ownership, which is dependent upon the shipping terms within the contract. For customized equipment where installation is not separately identifiable, but where the Company does not have an enforceable right to payment for performance completed to-date, it defines control transfer as the point in time in which it is able to objectively verify that the customer has the capability of full use of the asset as intended per the contract as this is when control is considered to have passed to the customer. Service revenue is recognized over time either proportionately over the period of the underlying contract or when services are complete, depending on the terms of the arrangement.

Any expected losses for a contract are charged to earnings, in total, in the period such losses are identified.

The Company generally bills customers in advance, and progress billings generally are issued upon the completion of certain phases of the work as stipulated in the contract. The Company may extend credit to customers in line with industry standards where it is strategically advantageous.

Within the JBT AeroTech segment, maintenance and repair service for baggage handling systems, facilities, gate systems, and ground support equipment is provided. The timing of contract billings is concurrent with the completion of the services, and therefore the Company has availed itself of the practical expedient that allows it to recognize revenue commensurate with the amount to which it has a right to invoice, which corresponds directly to the value to the customer of performance completed to date.

Research and development

The objectives of the research and development programs are to create new products and business opportunities in relevant fields, and to improve existing products. Research and development costs are expensed as incurred. Research and development expense of \$29.9 million, \$29.3 million, and \$28.5 million for 2021, 2020 and 2019, respectively, is recorded in selling, general and administrative expense.

Income taxes

The Company's provision for income taxes includes amounts payable or refundable for the current year, the effects of deferred taxes and impacts from uncertain tax positions, if applicable. We establish deferred tax liabilities or assets for temporary differences between financial and tax reporting basis and subsequently adjust them to reflect changes in tax rates expected to be in effect when the temporary differences reverse. We record a valuation allowance reducing deferred tax assets when it is more likely than not that such assets will not be realized. Valuation allowances are evaluated periodically and may be subject to change in future reporting periods.

We recognize tax benefits in our financial statements from uncertain tax positions only if it is more likely than not that the tax position will be sustained based on the technical merits of the position. The amount we recognize is measured as the largest amount of benefit that is greater than 50 percent likely of being realized upon resolution. Future changes related to the expected resolution of uncertain tax positions could affect tax expense in the period when the change occurs. Interest and penalties related to underpayment of income taxes are classified as income tax expense.

We monitor for changes in tax laws and reflect the impacts of tax law changes in the period of enactment. When there is refinement to tax law changes in subsequent periods, we account for the new guidance in the period when it becomes known.

Stock-based employee compensation

The Company measures compensation cost on restricted stock awards based on the market price of common stock at the grant date and the number of shares awarded. The compensation cost for each award is recognized ratably over the lesser of the stated vesting period or the period until the employee becomes retirement eligible, after taking into account forfeitures.

Foreign currency

Financial statements of operations for which the U.S. dollar is not the functional currency are translated to the U.S. dollar prior to consolidation. Assets and liabilities are translated at the exchange rate in effect at the balance sheet date, while income statement accounts are translated at the average exchange rate for each period. For these operations, translation gains and losses are recorded as a component of accumulated other comprehensive loss in stockholders' equity until the foreign entity is sold or liquidated.

Derivative financial instruments

Derivatives are recognized in the consolidated balance sheets at fair value, with classification as current or non-current based upon the maturity of the derivative instrument. The Company does not offset fair value amounts for derivative instruments held with the same counterparty. Changes in the fair value of derivative instruments are recorded in current earnings or deferred in accumulated other comprehensive loss, depending on the type of hedging transaction and whether a derivative is designated as, and is effective as, a hedge.

In the Consolidated Statements of Income, earnings from foreign currency derivatives related to sales and remeasurement of sales-related assets, liabilities and contracts are recorded in revenue, while earnings from foreign currency derivatives related to purchases and remeasurement of purchase-related assets, liabilities and contracts are recorded in cost of products. Earnings from foreign currency derivatives related to cash management of foreign currencies throughout the world and remeasurement of cash are recorded in selling, general and administrative expenses.

When hedge accounting is applied, the Company ensures that the derivative is highly effective at offsetting changes in anticipated cash flows of the hedged item or transaction. Changes in fair value of derivatives that are designated as cash flow hedges are deferred in accumulated other comprehensive income (loss) until the underlying transactions are recognized in earnings. At such time, related deferred hedging gains or losses are also recorded in earnings on the same line as the hedged item. Effectiveness is assessed at the inception of the hedge. The Company documents the risk management strategy and method for assessing hedge effectiveness at the inception of and throughout the term of each hedge.

The Company's cross-currency swap agreements synthetically swap U.S. dollar denominated fixed rate debt for Euro denominated fixed rate debt and are designated as net investment hedges for accounting purposes. The gains or losses on these derivative

instruments are included in the foreign currency translation component of other comprehensive income until the net investment is sold, diluted, or liquidated. Interest payments received for the cross currency swaps are excluded from the net investment hedge effectiveness assessment and are recorded in interest expense, net on the Consolidated Statements of Income.

For derivatives with components excluded from the assessment of hedge effectiveness, the accumulated gains or losses recorded in accumulated other comprehensive income (loss) on such excluded components in a qualifying cash flow or net investment hedging relationship are reclassified to earnings on a systematic and rational basis over the hedge term.

Cash flows from derivative contracts are reported in the consolidated statements of cash flows in the same categories as the cash flows from the underlying transactions.

Leases

Lessee accounting

The Company leases office space, manufacturing facilities and various types of manufacturing and data processing equipment. Leases of real estate generally provide that the Company pays for repairs, property taxes and insurance. At the inception of an arrangement, the Company determines whether the arrangement is or contains a lease based on whether the contract conveys the right to control the use of identified property, plant or equipment for a period of time in exchange for consideration. Leases are classified as operating or finance leases at the commencement date of the lease. Operating leases are included in operating lease right of use ("ROU") assets, other current liabilities, and operating lease liabilities in the consolidated Balance Sheet, which are reported within other assets, other current liabilities and other liabilities, respectively. Lease liabilities are classified between current and long-term liabilities based on their payment terms. The ROU asset balance for finance leases is included in property, plant, and equipment, net in the Balance Sheet. In accordance with the standard, the Company has elected not to recognize leases with terms of less than one year on the Balance Sheet.

ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent an obligation to make lease payments arising from the lease. Operating lease ROU assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. As the implicit rate is generally not readily determinable for most of its leases, the Company uses its incremental borrowing rate at commencement date in determining the present value of lease payments. We determined the incremental borrowing rate for all leases, based on the rate of interest that the Company would have to pay to borrow an amount equal to the lease payments on a collateralized basis over a similar term. The Company used an unsecured borrowing rate and risk-adjusted that rate to approximate a collateralized rate. The operating lease ROU asset also includes prepaid rent and reflects the unamortized balance of lease incentives. Lease expense for operating leases is recognized on a straight-line basis over the lease term.

The Company elected the practical expedient to not separate lease and non-lease components for leases other than leases of vehicles and communication equipment. For the asset categories of real estate, manufacturing, office and IT equipment, the Company accounts for the lease and non-lease components as a single lease component.

The Company's leases may include renewal and termination options, which are included in the lease term if the Company concludes that it is reasonably certain that it will exercise the option. Some leases give the option to renew, with renewal terms that may extend the lease term. The exercise of lease renewal options is at the Company's sole discretion. Certain leases also include options to purchase the leased property. The depreciable life of the ROU assets are limited by the expected lease term, unless there is a transfer of title or purchase option reasonably certain of exercise. Our lease agreements may contain variable costs such as common area maintenance, insurance, real estate taxes or other costs. Variable lease costs are expensed as incurred on the Consolidated Statements of Income.

The Company's lease agreements do not contain any material residual value guarantees.

Lessor accounting

The Company leases certain JBT FoodTech equipment primarily, such as high capacity industrial extractors, to customers.

In most instances, the Company includes maintenance as a component of the lease agreement. Lease accounting requires lessors to separate lease and non-lease components and further defines maintenance as a non-lease component. The Company elected to exercise the available practical expedient of combining lease and non-lease components where the components meet both of the following criteria:

- The timing and pattern of transfer to the lessee of the lease and non-lease component are the same, and

- The lease component, if accounted for separately, would be classified as an operating lease.

As such, the leased asset and its respective maintenance component will not be accounted for separately.

In certain leases, consumables are included as a non-lease component. For these leases, the components do not qualify for the practical expedient as the timing and pattern of transfer to the lessee are not the same. In these instances, the non-lease component will be accounted for in accordance with ASC 606.

The Company monitors the risk associated with residual value of its leased assets. It reviews on an annual basis or more often as deemed necessary, and adjusted residual values and useful lives of equipment leased to outside parties, as appropriate. Adjustments to residual values result in an adjustment to depreciation expense. The Company's annual review is based on a long-term view considering historical market price changes, market price trends, and expected life of the equipment.

Lease agreements with the Company's customers do not contain any material residual value guarantees. Certain lease agreements include terms and conditions resulting in variable lease payments. These payments typically rely upon the usage of the underlying asset.

Certain lease agreements provide renewal options, including some leases with an evergreen renewal option. The exercise of the lease renewal option is at the sole discretion of the lessee. In most instances, the lease can only be terminated in cases of breach of contract. In these instances, termination fees do not apply. Certain lease agreements also allow the lessee to purchase the leased asset at fair market value or a specific agreed upon price. The exercise of the lease purchase option is at the sole discretion of the lessee.

Recently Adopted Accounting Standards

In August 2020, the FASB issued ASU 2020-06, Debt – Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging – Contracts in Entity's Own Equity (Subtopic 815-40). The amendments in this update simplifies accounting for certain convertible debt instruments by removing the separation models for convertible debt with a cash conversion feature or convertible instruments with a beneficial conversion feature. As a result, convertible debt instruments will be reported as a single liability instrument with no separate accounting for embedded conversion features. Additionally, ASU 2020-06 requires the application of the if-converted method for calculating diluted earnings per share and the treasury stock method will be no longer be available for convertible debt instruments. The provisions of ASU 2020-06 are applicable for fiscal years beginning after December 15, 2021, with early adoption permitted no earlier than fiscal years beginning after December 15, 2020. The Company early adopted the new standard effective January 1, 2021 using the modified retrospective method. There was no impact on the Company's financial statements as of the adoption date. As further discussed in Note 6, "Debt," the Company issued \$402.5 million principal amount of convertible senior notes on May 28, 2021, which have been accounted for in accordance with the provisions of ASU 2020-06.

In July 2021, the FASB issued ASU 2021-05, Leases (Topic 842): Lessors—Certain Leases with Variable Lease Payments. ASU 2021-05 requires accounting for leases by lessors with variable lease payments that do not depend on a reference index or a rate as operating leases if any other lease classification would require the lessor to recognize a day-one loss. The provisions of ASU 2021-05 are applicable for fiscal years beginning after December 15, 2021, with early adoption permitted. The Company early adopted the new standard effective September 30, 2021 using retrospective method of adoption with an immaterial adoption impact to the Company's current year financial statements resulting from transactions in 2021 and no impact to the Company's financial statement for comparative prior year periods.

In October 2021, the FASB issued ASU No. 2021-08, Business Combinations (Topic 805): Accounting for Acquired Contract Assets and Contract Liabilities. Under the new guidance, the acquirer should determine what contract assets and/or contract liabilities it would have recorded under ASC 606 as of the acquisition date, as if the acquirer had entered into the original contract at the same date and on the same terms as the acquiree. The recognition and measurement of those contract assets and contract liabilities will likely be comparable to what the acquiree has recorded on its books under ASC 606 as of the acquisition date. ASU 2021-08 is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Early adoption is permitted, including in an interim period, for any period for which financial statements have not yet been issued. However, adoption in an interim period other than the first fiscal quarter requires an entity to apply the new guidance to all prior business combinations that have occurred since the beginning of the annual period in which the new guidance is adopted. The Company early adopted the new standard effective December 31, 2021 with no adoption impact to the Company's current year financial statements.

Recently Issued Accounting Standards Not Yet Adopted

In November 2021, the FASB issued ASU 2021-10, Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance. This update requires annual disclosures about transactions with a government that are accounted for by applying a grant or contribution accounting model by analogy. This standard is effective for fiscal years beginning after December 15, 2021 and should be applied either prospectively or retrospectively. Early adoption is permitted. The Company is currently evaluating the impact of adopting ASU 2021-10 on its disclosures.

NOTE 2. ACQUISITIONS

During 2021 and 2020, the Company acquired 100% voting equity of three businesses, and the assets and liabilities of another business. A summary of the acquisitions made during the period is as follows:

Date	Type	Company/Product Line	Location	Segment
November 2, 2021	Stock	Urtasun Tecnología Alimentaria S.L ("Urtasun")	Navarra, Spain	JBT FoodTech
A provider of fruit and vegetable processing solutions, particularly in the fresh packaged and frozen markets. The Urtasun acquisition extends the Company's capabilities in providing fruit and vegetable processing solutions.				
July 2, 2021	Stock	CMS Technology, Inc ("Prevenio")	Bridgewater, New Jersey	JBT FoodTech
A provider of innovative food safety solutions primarily for the poultry industry as well as produce applications. Prevenio provides a pathogen protection solution through its anti-microbial delivery equipment that enhances food safety and integrity, and creates a safer work environment for its customers and their employees. This acquisition enhances the Company's recurring revenue portfolio and furthers its investment in solutions that support its customers' daily operations.				
February 28, 2021	Stock	AutoCoding Systems Ltd. ("ACS")	Cheshire, U.K.	JBT FoodTech
A provider of a central command solution for the integration of packaging process devices. The ACS acquisition extends the Company's capabilities in packaging line equipment and associated devices, including coding and label inspection and verification.				
May 29, 2020	Asset	MARS Food Processing Solutions, LLC ("MARS")	Denver, North Carolina	JBT FoodTech

A provider of solutions for monitoring and managing the efficiency of poultry processing plants. The MARS acquisition allows the Company to offer its Protein customers proprietary solutions for monitoring and managing the efficiency of poultry processing plants.

Each acquisition has been accounted for as a business combination. Tangible and identifiable intangible assets acquired and liabilities assumed were recorded at their respective estimated fair values. The excess of the consideration transferred over the estimated fair value of the net assets received has been recorded as goodwill. The factors that contributed to the recognition of goodwill primarily relate to acquisition-driven anticipated cost savings and revenue enhancement synergies coupled with the assembled workforce acquired.

Purchase price allocation for 2021 acquisitions:

(In millions)	Urtasun⁽¹⁾	Prevenio⁽²⁾	ACS⁽³⁾	Total
Financial assets	\$ 8.5	\$ 8.1	\$ 2.9	\$ 19.5
Inventories	3.5	0.2	0.7	4.4
Property, plant and equipment	2.5	4.3	—	6.8
Customer relationship ⁽⁴⁾	11.5	41.0	3.7	56.2
Patents and acquired technology ⁽⁴⁾	6.0	17.5	3.4	26.9
Trademarks ⁽⁴⁾	2.2	0.7	0.8	3.7
Deferred taxes	(5.4)	(15.0)	(0.9)	(21.3)
Financial liabilities	(7.2)	(3.1)	(2.9)	(13.2)
Total identifiable net assets	\$ 21.6	\$ 53.7	\$ 7.7	\$ 83.0
Cash consideration paid	\$ 43.8	\$ 173.3	\$ 16.8	\$ 233.9
Cash acquired	4.8	3.5	1.1	9.4
Net consideration	\$ 39.0	\$ 169.8	\$ 15.7	\$ 224.5
Goodwill ⁽⁵⁾	\$ 22.2	\$ 119.6	\$ 9.1	\$ 150.9

- (1) The purchase accounting for Urtasun is provisional. The valuation of certain working capital balances, property, plant and equipment, intangibles, income tax balances and residual goodwill is not complete. These amounts are subject to adjustment as additional information is obtained within the measurement period (not to exceed 12 months from the acquisition date).
- (2) The purchase accounting for Prevenio is provisional. The valuation of certain working capital balances, property, plant and equipment, intangibles, income tax balances and residual goodwill is not complete. These amounts are subject to adjustment as additional information is obtained within the measurement period (not to exceed 12 months from the acquisition date). During the quarter ended December 31, 2021, the Company made no significant measurement period adjustments for Prevenio.
- (3) The purchase accounting for ACS is final. During the quarter ended June 30, 2021, the Company refined its estimates for other intangibles by (\$2.0) million and deferred taxes by \$0.5 million. During the quarters ended September 30, 2021 and December 31, 2021, the Company made no significant measurement period adjustments for ACS. The impact of these adjustments were reflected as a net increase in goodwill of \$1.3 million. These adjustments resulted in an immaterial impact to the consolidated statement of income.
- (4) The acquired intangible assets are amortized on a straight-line basis over their estimated useful lives, which range from four to twenty years. The intangible assets acquired in 2021 have weighted average useful lives of 14 years for customer relationship, 8 years for patents and acquired technology, and 17 years for trademarks.
- (5) The Company expects goodwill of \$0.7 million from these acquisitions to be deductible for income tax purposes.

During the year ended December 31, 2021, acquisitions in 2021 generated aggregate revenues of \$29.4 million and aggregate net income of \$0.8 million.

During the second quarter of 2020, the Company acquired certain assets and liabilities of MARS Food Processing Solutions, LLC ("MARS") for a purchase price of \$5 million. The Company expects goodwill of \$3.1 million from this acquisition to be deductible for income tax purposes. The purchase accounting for MARS was final as of December 31, 2020.

Pro forma financial information for 2019 acquisition (unaudited)

The Company's acquisition of Proseal UK Limited ("Proseal") on May 31, 2019 was material to its overall results and as such the Company is required under ASC Topic 805, Business Combinations, to present pro forma information. The following information reflects the results of the Company's operations for the year 2019 on a pro forma basis as if the acquisition of Proseal had been completed on January 1, 2018. Pro forma adjustments have been made to illustrate the incremental impact on earnings of interest costs on the borrowings to acquire the company, amortization expense related to acquired intangible assets, depreciation expense related to the fair value of the acquired depreciable tangible assets, and the related tax impact associated with the incremental interest costs and amortization and depreciation expense.

(In millions, except per share data)	Year ended 2019
Revenue	
Pro forma	\$ 1,984.1
As reported	1,945.7
Income from continuing operations	
Pro forma	\$ 135.1
As reported	129.3
Income from continuing operations per share	
Pro forma	
Basic	\$ 4.24
Fully diluted	4.20
As reported	
Basic	\$ 4.05
Fully diluted	4.03

The unaudited pro forma information is provided for illustrative purposes only and does not purport to represent what the Company's consolidated results of operations would have been had the transaction actually occurred as of January 1, 2018, and does not purport to project actual consolidated results of operations.

NOTE 3. INVENTORIES

Inventories as of December 31, consisted of the following:

(In millions)	2021	2020
Raw materials	\$ 101.0	\$ 87.3
Work in process	59.1	51.4
Finished goods	151.8	136.4
Gross inventories before LIFO reserves and valuation adjustments	311.9	275.1
LIFO reserves	(53.3)	(49.2)
Valuation adjustments	(29.5)	(28.6)
Net inventories	\$ 229.1	\$ 197.3

Inventories accounted for under the LIFO method totaled \$153.7 million and \$123.8 million at December 31, 2021 and 2020, respectively.

NOTE 4. PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment as of December 31, consisted of the following:

(In millions)	2021	2020
Land and land improvements	\$ 21.6	\$ 19.7
Buildings	138.6	138.3
Machinery and equipment	426.2	423.7
Construction in process	20.4	21.1
	<u>606.8</u>	<u>602.8</u>
Accumulated depreciation	(339.2)	(334.8)
Property, plant and equipment, net	<u>\$ 267.6</u>	<u>\$ 268.0</u>

NOTE 5. GOODWILL AND INTANGIBLE ASSETS

The changes in the carrying amount of goodwill by business segment were as follows:

(In millions)	JBT FoodTech	JBT AeroTech	Total
Balance as of January 1, 2020	\$ 490.9	\$ 38.0	\$ 528.9
Acquisitions	3.7	—	3.7
Currency translation	11.1	0.2	11.3
Balance as of December 31, 2020	505.7	38.2	543.9
Acquisitions	150.9	—	150.9
Currency translation	(9.9)	(0.1)	(10.0)
Balance as of December 31, 2021	<u>\$ 646.7</u>	<u>\$ 38.1</u>	<u>\$ 684.8</u>

Intangible assets consisted of the following:

(In millions)	2021		2020	
	Gross carrying amount	Accumulated amortization	Gross carrying amount	Accumulated amortization
Customer relationships	\$ 309.3	\$ 102.0	\$ 256.9	\$ 82.8
Patents and acquired technology	174.5	82.0	151.3	65.2
Trademarks	47.2	15.0	44.8	16.8
Indefinite lived intangibles assets	10.6	—	10.8	—
Other	8.7	8.7	9.4	9.3
Total intangible assets	<u>\$ 550.3</u>	<u>\$ 207.7</u>	<u>\$ 473.2</u>	<u>\$ 174.1</u>

Intangible asset amortization expense was \$38.2 million, \$34.6 million, and \$30.1 million for 2021, 2020 and 2019, respectively. Annual amortization expense for intangible assets is estimated to be \$41.6 million in 2022, \$40.3 million in 2023, \$38.2 million in 2024, \$37.3 million in 2025, and \$36.3 million in 2026.

NOTE 6. DEBT

Five-year Revolving Credit Facility

On June 19, 2018, the Company entered into a Credit Agreement (the “Credit Agreement”) with Wells Fargo Bank, National Association, as administrative agent, and the other lenders party thereto. The Credit Agreement provided for a \$1 billion revolving credit facility that matures in June 2023. The borrowings under the Credit Agreement were used to repay in full all outstanding indebtedness under the previous credit agreement. On May 25, 2021, the Company entered into the first amendment to the Credit Agreement to permit the issuance of the Convertible Senior Notes described below. On December 14, 2021, the Company entered into the second amendment to increase its borrowing limit from \$1 billion to \$1.3 billion, extend the maturity of the Credit Agreement from June 2023 to December 2026, and modified the leverage calculation to differentiate between secured debt and total debt. Revolving loans under the credit facility bear interest, at the Company's option, at 1) LIBOR (subject to a floor rate of zero) or a benchmark replacement rate, or 2) an alternative base rate (which is the greater of Wells Fargo’s Prime Rate, the Federal Funds Rate plus 50 basis points, or LIBOR plus 1%), plus, in each case, a margin dependent on the leverage ratio.

The Company is required to make periodic interest payments on borrowed amounts and to pay an annual commitment fee of 15.0 to 30.0 basis points, depending on its leverage ratio. As of December 31, 2021, the Company had \$282.9 million drawn on and \$1,009.4 million of availability under the revolving credit facility. The ability to use this availability is limited by the leverage ratio covenant described below.

The obligations under the Credit Agreement are guaranteed by the Company's domestic and certain foreign subsidiaries and subsequently formed or acquired subsidiaries (the "Guarantors"). The obligations under the Credit Agreement are secured by a first-priority security interest in substantially all of the Guarantor's tangible and intangible personal property and a pledge of the capital stock of permitted borrowers and certain Guarantors.

The Company's credit facility includes restrictive covenants that, if not met, could lead to renegotiation of its credit facility, a requirement to repay its borrowings, and/or a significant increase in its cost of financing. Restrictive covenants include a minimum interest coverage ratio, a maximum leverage ratio, as well as certain events of default.

Convertible Senior Notes

On May 28, 2021, the Company closed a private offering of \$402.5 million aggregate principal amount of the Company's 0.25% Convertible Senior Notes due 2026 (the "Notes") to qualified institutional buyers, resulting in net proceeds of approximately \$392.2 million after deducting initial purchasers' discounts of the Notes. Interest on the Notes will accrue from May 28, 2021 and is payable semi-annually in arrears on May 15 and November 15 of each year, beginning on November 15, 2021, at a rate of 0.25% per year. The Notes will mature on May 15, 2026 unless earlier converted, redeemed or repurchased. No sinking fund is provided for the Notes.

The initial conversion rate of the Notes is 5.8958 shares of the Company's common stock per \$1,000 principal amount of notes, which is equivalent to an initial conversion price of approximately \$169.61 per share. The conversion rate of the Notes is subject to adjustment upon the occurrence of certain specified events. In addition, upon the occurrence of a make-whole fundamental change (as defined in the indenture governing the Notes (the "Indenture")) or upon a notice of redemption, the Company will, in certain circumstances, increase the conversion rate for a holder that elects to convert its Notes in connection with such make-whole fundamental change or notice of redemption, as the case may be.

On or after March 20, 2024, the Company has the option to redeem for cash all or part of the Notes, if the last reported sales price of the Company's common stock (the "common stock") has been at least 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive), including the trading day immediately preceding the date on which the Company provides redemption notice, during any 30 consecutive trading days ending on, and including, the last trading day immediately before the date the Company sends the related redemption notice. The redemption price of each Note to be redeemed will be the principal amount of such note, plus accrued and unpaid interest to, but excluding, the redemption date. If the Company redeems less than all the outstanding Notes, at least \$100 million aggregate principal amount of Notes must be outstanding and not subject to redemption as of the relevant redemption notice date.

Prior to the close of business on the business day immediately preceding February 15, 2026, the Notes are convertible at the option of the holders only under the following circumstances:

- during any calendar quarter commencing after the calendar quarter ending on September 30, 2021 (and only during such calendar quarter), if the last reported sale price of the common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter is greater than or equal to 130% of the conversion price on each applicable trading day;
- during the five business day period after any ten consecutive trading day period (the "measurement period") in which the trading price per \$1,000 principal amount of Notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price of the common stock and the conversion rate on each such trading day;
- if the Company calls such Notes for redemption, at any time prior to the close of business on the scheduled trading day immediately preceding the redemption date, but only with respect to the Notes called (or deemed called) for redemption; or
- upon the occurrence of certain corporate events, as specified in the Indenture governing the Notes.

At any time on or after February 15, 2026, holders may convert their Notes at their option, and in multiples of \$1,000 principal amount, without regard to the foregoing circumstances. Upon conversion, the Company will pay cash up to the aggregate principal amount of the Notes and for the remainder of our conversion obligation in excess of the aggregate principal amount will pay or deliver cash, shares of common stock, or a combination of cash and shares of common stock at the Company's election.

The Notes were not convertible during the year ended December 31, 2021 and none have been converted to date. Also given the daily average market price of the common stock has not exceeded the exercise price since inception, there is no impact to the diluted earnings per share.

Upon the occurrence of a fundamental change (as defined in the Indenture), subject to certain conditions, holders may require the Company to repurchase for cash all or any portion of their Notes in multiples of \$1,000 principal amounts, at its repurchase price, plus accrued and unpaid interest to, but excluding, the repurchase date.

The Notes are senior unsecured obligations and rank equally in right of payment with all of the Company's existing unsubordinated debt and senior in right of payment to any future debt that is expressly subordinated in right of payment to the Notes. The Notes will be effectively subordinated to any of the Company's existing and future secured debt to the extent of the assets securing such indebtedness.

The Indenture includes customary terms and covenants, including certain events of default after which the Notes may become due and payable immediately.

Convertible Note Hedge Transactions

The Company paid an aggregate amount of \$65.6 million for the Convertible Note Hedge Transactions (the "Hedge Transactions"). The Hedge Transactions cover, subject to anti-dilution adjustments substantially similar to those in the Notes, approximately 2.4 million shares of the Company's common stock. These are the same number of shares initially underlying the Notes, at a strike price of \$169.61, subject to customary adjustments. The Hedge Transactions will expire upon the maturity of the Notes, subject to earlier exercise or termination.

The Hedge Transactions are expected generally to reduce the potential dilutive effect of the conversion of the Notes and/or offset any cash payments the Company is required to make in excess of the principal amount of the converted Notes, in the event that the market price per share of the Company's common stock, as measured under the terms of the Hedge Transactions, is greater than the Hedge Transactions strike price of \$169.61. The Hedge Transactions meet the criteria in ASC 815-40 to be classified within Stockholders' Equity, and therefore these transactions are not revalued after their issuance.

The Company made a tax election to integrate the Notes and the Hedge Transactions. The accounting impact of this tax election makes the Hedge Transactions deductible as original issue discount interest for tax purposes over the term of the note, and results in a \$17.1 million deferred tax asset recorded as an adjustment to Additional paid-in capital on our Balance Sheet as of December 31, 2021.

Warrant Transactions

In addition, concurrently with entering into the Hedge Transactions, the Company separately entered into privately-negotiated Warrant Transactions (the "Warrant Transactions"), whereby the Company sold to the counterparties warrants to acquire, collectively, subject to anti-dilution adjustments, 2.4 million shares of its common stock at an initial strike price of \$240.02 per share. The Company received aggregate proceeds of \$29.5 million from the Warrant Transactions with the counterparties, with such proceeds partially offsetting the costs of entering into the Hedge Transactions. The warrants expire in August 2026. If the market value per share of the common stock, exceeds the strike price of the warrants, the warrants will have a dilutive effect on our earnings per share, unless the Company elects, subject to certain conditions, to settle the warrants in cash. The warrants meet the criteria in ASC 815-40 to be classified within Stockholders' Equity, and therefore the warrants are not revalued after issuance.

The components of the Company's borrowings as of December 31, were as follows:

(In millions)	Maturity Date	2021	2020
Revolving credit facility ⁽¹⁾	December 14, 2026	\$ 282.9	\$ 523.9
Less: unamortized debt issuance costs		(1.2)	(1.4)
Revolving credit facility, net		\$ 281.7	\$ 522.5
Convertible senior notes ⁽²⁾	May 15, 2026	\$ 402.5	\$ —
Less: unamortized debt issuance costs		(9.8)	—
Convertible senior notes, net		\$ 392.7	\$ —
Long-term debt, net		\$ 674.4	\$ 522.5

(1) Weighted-average interest rate at December 31, 2021 was 1.46%

(2) Effective interest rate for the Notes for the quarter ended December 31, 2021 was 0.82%

Interest expense of \$1.9 million recognized for the Notes included contractual interest expense of \$0.6 million and the amortization of debt issuance cost of \$1.3 million for the year ended December 31, 2021.

NOTE 7. INCOME TAXES

Domestic and foreign components of income from continuing operations before income taxes for the years ended on December 31, are shown below:

(In millions)	2021	2020	2019
Domestic	\$ 71.5	\$ 78.6	\$ 85.2
Foreign	81.2	66.9	81.7
Income before income taxes	\$ 152.7	\$ 145.5	\$ 166.9

The provision for income taxes related to income from continuing operations for the years ended on December 31, consisted of:

(In millions)	2021	2020	2019
Current:			
Federal	\$ 4.2	\$ 4.6	\$ (8.1)
State	2.2	3.0	4.1
Foreign	30.6	19.3	21.8
Total current	\$ 37.0	\$ 26.9	\$ 17.8
Deferred:			
Federal	\$ 1.0	\$ 8.9	\$ 18.2
State	1.5	1.5	1.0
Foreign	(5.2)	(0.6)	0.6
Total deferred	\$ (2.7)	\$ 9.8	\$ 19.8
Provision for income taxes	\$ 34.3	\$ 36.7	\$ 37.6

The Company included in the tax provision for the year ended December 31, 2021 an immaterial correction of the rate applied since 2017 to a deferred tax liability associated with an investment in a subsidiary.

Significant components of deferred tax assets and liabilities at December 31, were as follows:

(In millions)	2021	2020
Deferred tax assets attributable to:		
Accrued pension and other postretirement benefits	\$ 14.2	\$ 24.2
Accrued expenses and accounts receivable allowances	18.6	13.0
Net operating loss carryforwards	9.5	7.1
Inventories	9.0	8.4
Stock-based compensation	3.3	3.3
Operating lease liabilities	8.9	7.3
Research and development credit carryforwards	4.6	4.1
Foreign tax credit carryforward	0.9	0.4
Convertible bond	15.2	—
Other	—	1.5
Total deferred tax assets	\$ 84.2	\$ 69.3
Valuation allowance	(4.9)	(4.6)
Deferred tax assets, net of valuation allowance	\$ 79.3	\$ 64.7
Deferred tax liabilities attributable to:		
Investment in subsidiary	\$ 8.7	\$ 13.3
Property, plant and equipment	24.9	23.2
Goodwill and amortization	75.0	51.7
Right to use lease assets	8.8	7.2
Other	3.2	—
Total deferred tax liabilities	\$ 120.6	\$ 95.4
Net deferred tax liabilities	\$ (41.3)	\$ (30.7)

Included in deferred tax assets are tax benefits related to net operating loss carryforwards attributable to foreign and domestic operations. At December 31, 2021, the Company had \$21.0 million of net operating losses that are available to offset future taxable income in several foreign jurisdictions indefinitely, and \$24.4 million of net operating losses that are available to offset future taxable income through 2027. Of the \$24.4 million, approximately \$23.4 million of net operating losses in Switzerland, the Netherlands, and China are subject to a full valuation allowance, as management has concluded that, based on the available evidence, it is more likely than not that the deferred tax assets will not be fully utilized. During 2021, the Company utilized \$1.7 million of net operating losses relating to prior years.

Also included in deferred tax assets at December 31, 2021 are \$3.8 million of U.S. state research and development credit carryforwards, which will expire beginning in 2028, if unused.

The effective income tax rate was different from the statutory U.S. federal income tax rate due to the following:

	2021	2020	2019
Statutory U.S. federal tax rate	21 %	21 %	21 %
Net difference resulting from:			
Research and development tax credit	(4)	(5)	(4)
Foreign earnings subject to different tax rates	3	2	3
Nondeductible expenses	1	2	—
State income taxes	2	3	3
Foreign tax credits	(2)	(4)	(4)
Foreign withholding taxes	1	1	1
Effect of UK law change	3	—	—
Global intangible low-taxed income (GILTI)	—	3	4
Stock based compensation - excess tax benefit	—	—	(1)
Remeasurement of deferred tax liability	(3)	—	—
Other	—	2	—
Total difference	1 %	4 %	2 %
Effective income tax rate	22 %	25 %	23 %

The Company considers the unremitted earnings of certain foreign subsidiaries indefinitely reinvested. With respect to these subsidiaries, the Company had not provided deferred taxes on unremitted earnings of approximately \$233 million. The amount of unrecognized deferred tax liabilities that would be owed related to these earnings is approximately \$2.5 million.

As of December 31, 2021, the Company has recorded estimated deferred taxes of \$9.9 million for income and withholding taxes related to the Company's foreign subsidiaries that are not permanently reinvested.

The Company does not have any unrecognized deferred tax benefits, as the Company does not believe it has any positions that meet the criteria for establishing an uncertain tax position liability.

In our major jurisdictions, including the United States, Belgium, Brazil, the Netherlands, Sweden, and the United Kingdom, tax years are typically subject to examination for three to five years.

NOTE 8. PENSION AND POST-RETIREMENT AND OTHER BENEFIT PLANS

The Company sponsors qualified and nonqualified defined benefit pension plans that together cover many of its U.S. employees. The plans provide defined benefits based on years of service and final average salary. The Company also sponsors a noncontributory plan that provides post-retirement life insurance benefits ("OPEB") to some of its U.S. employees. Non-U.S. based employees are eligible to participate in either Company-sponsored or government-sponsored benefit plans to which the Company contributes. The Company also sponsors separate defined contribution plans that cover substantially all of its U.S. employees and some non-U.S. employees.

The funded status of its pension plans, together with the associated balances recognized in its consolidated financial statements as of December 31, 2021 and 2020, were as follows:

(In millions)	2021		2020	
Projected benefit obligation at January 1	\$	384.0	\$	356.3
Service cost		2.2		2.2
Interest cost		6.4		8.7
Actuarial (gain) loss		(13.8)		28.0
Plan participants' contributions		0.2		0.2
Benefits paid		(16.5)		(17.4)
Plan amendments		—		0.2
Currency translation adjustments		(4.8)		5.8
Projected benefit obligation at December 31	\$	357.7	\$	384.0
Fair value of plan assets at January 1	\$	290.8	\$	281.3
Company contributions		13.0		12.3
Actual return on plan assets		15.3		13.7
Plan participants' contributions		0.2		0.2
Benefits paid		(16.5)		(17.4)
Currency translation adjustments		(1.1)		0.7
Fair value of plan assets at December 31	\$	301.7	\$	290.8
Funded status of the plans (liability) at December 31	\$	(56.0)	\$	(93.2)
Amounts recognized in the Consolidated Balance Sheets at December 31				
Other current liabilities		(0.9)		(1.5)
Accrued pension and other post-retirement benefits, less current portion		(55.1)		(91.7)
Net amount recognized	\$	(56.0)	\$	(93.2)

The liability associated with the OPEB plan included in the consolidated financial statements was \$2.6 million and \$2.8 million as of December 31, 2021 and 2020, respectively.

Amounts recognized in accumulated other comprehensive loss at December 31, 2021 and 2020 were \$196.2 million and \$217.6 million, respectively for pensions, and \$(0.2) million and \$(0.1) million for the OPEB plan, respectively. These amounts were primarily unrecognized actuarial gains and losses.

The accumulated benefit obligation for all pension plans was \$350.6 million and \$375.2 million at December 31, 2021 and 2020, respectively. All pension plans had accumulated benefit obligations in excess of plan assets as of December 31, 2021. For the year ended December 31, 2021, accumulated benefit obligation for the pension plans decreased primarily due to actuarial gains incurred from the increase in discount rates driven by an increase in bond yields. For the year ended December 31, 2020, accumulated benefit obligation for the pension plans increased primarily due to actuarial loss incurred from the decrease in discount rates driven by a decrease in bond yields.

Pension costs (income) for the years ended December 31, were as follows:

(In millions)	2021		2020		2019	
Service cost	\$	2.2	\$	2.2	\$	2.1
Interest cost		6.4		8.7		11.5
Expected return on plan assets		(15.6)		(13.1)		(15.2)
Amortization of net actuarial loss		7.7		8.1		6.0
Settlement loss recognized		0.1		—		—
Total costs	\$	0.8	\$	5.9	\$	4.4

OPEB plan costs were not material for the years ended December 31, 2021, 2020, and 2019.

Pre-tax changes in projected benefit obligations and plan assets recognized in other comprehensive loss during 2021 for the OPEB plan were not material and for the pension plans were as follows:

(In millions)	Pensions
Actuarial gain	\$ (13.5)
Amortization of net actuarial gain	(7.8)
Net income recognized in other comprehensive income	\$ (21.3)
Total recognized in net periodic benefit cost and other comprehensive income	\$ (20.5)

The Company uses a corridor approach to recognize actuarial gains and losses that result from changes in actuarial assumptions. The corridor approach defers all actuarial gains and losses resulting from changes in assumptions in other accumulated other comprehensive income (loss), such as those related to changes in the discount rate and differences between actual and expected returns on plan assets. These unrecognized gains and losses are amortized when the net gains and losses exceed 10% of the higher of the market-related value of the assets or the projected benefit obligation for each respective plan. The amortization is on a straight-line basis over the life expectancy of the plan's participants for the frozen plans and the expected remaining service periods for the other plans.

Beginning in 2010, the U.S. defined benefit plans were frozen to new entrants and future benefit accruals for non-union participants were discontinued.

The following weighted-average assumptions were used to determine the benefit obligations for the pension plans:

	2021	2020	2019
Discount rate	2.67 %	2.31 %	2.98 %
Rate of compensation increase	3.77 %	3.07 %	3.09 %

The following weighted-average assumptions were used to determine net periodic benefit cost for the pension plans:

	2021	2020	2019
Discount rate	2.32 %	2.98 %	4.06 %
Rate of compensation increase	3.77 %	3.07 %	3.09 %
Expected rate of return on plan assets	5.58 %	4.86 %	5.63 %

The estimate of the expected rate of return on plan assets is based primarily on the historical performance of plan assets, asset allocation, current market conditions and long-term growth expectations.

Plan assets

The Company's pension investment strategy balances the requirements to generate returns using higher-returning assets, such as equity securities, with the need to control risk in the pension plan with less volatile assets, such as fixed-income securities. Risks include, among others, the likelihood of the pension plans being underfunded, thereby increasing their dependence on Company contributions. The assets are managed by professional investment firms and performance is evaluated against specific benchmarks.

Target asset allocations and actual allocations as of December 31, 2021 and 2020 were as follows:

	Target	2021	2020
Equity	10% - 40%	36%	38%
Fixed income	40% - 70%	59%	53%
Real estate and other	0% - 15%	4%	8%
Cash	0% - 10%	1%	1%
		100%	100%

Actual pension plans' asset holdings by category and level within the fair value hierarchy are presented in the following table:

(In millions)	As of December 31, 2021			As of December 31, 2020		
	Total	Level 1	Level 2	Total	Level 1	Level 2
Cash and cash equivalents	\$ 2.4	\$ 2.4	\$ —	\$ 1.9	\$ 1.9	\$ —
Equity securities:						
All caps ⁽¹⁾	25.6	—	25.6	25.4	—	25.4
International ⁽²⁾	64.8	—	64.8	71.6	—	71.6
Infrastructure ⁽³⁾	14.8	14.8	—	14.2	14.2	—
Fixed income securities:						
Government securities ⁽⁴⁾	34.6	—	34.6	25.9	—	25.9
Corporate bonds ⁽⁵⁾	135.1	8.0	127.1	128.6	8.7	119.9
Real estate and other investments ⁽⁶⁾	12.7	—	12.7	23.2	—	23.2
Total assets at fair value	\$ 290.0	\$ 25.2	\$ 264.8	\$ 290.8	\$ 24.8	\$ 266.0
Investments valued using NAV as a practical expedient ⁽⁷⁾	11.8			—		
Total assets	\$ 301.8			\$ 290.8		

- (1) Includes funds that invest in large, medium and small cap equity securities.
- (2) Includes funds that invest primarily in international equity securities.
- (3) Includes funds that invest primarily in infrastructure equity securities.
- (4) Includes U.S. government securities and funds that invest primarily in U.S. government bonds, including treasury inflation protected securities.
- (5) Includes funds that invest in investment grade bonds, high yield bonds and mortgage-backed fixed income securities.
- (6) Includes funds that invest primarily in REITs, funds that invest in commodities and investments in insurance contracts held by the Company's foreign pension plans.
- (7) As of December 31, 2021, the Company elected the practical expedient to characterize certain new investments which are measured at net asset values ("NAV") that have not been classified in the fair value hierarchy.

The fair value of assets classified as Level 1 is based on unadjusted quoted prices in active markets for identical assets. The fair value of assets classified as Level 2 is based on quoted prices for similar assets or based on valuations made using inputs that are either directly or indirectly observable as of the reporting date. As of December 31, 2021, such inputs include net asset values reported at a minimum on a monthly basis by investment funds or contract values provided by the issuing insurance company. The Company is able to sell any of its investment funds with notice of no more than 30 days. For more information on the fair value hierarchy, see Note 15. Fair Value of Financial Instruments.

Contributions

The Company expects to contribute \$13.1 million to its pension and other post-retirement benefit plans in 2022. The pension contributions will be primarily for the U.S. qualified pension plan. All of the contributions are expected to be in the form of cash.

Estimated future benefit payments

The following table summarizes expected benefit payments from various pension benefit plans through 2031. Actual benefit payments may differ from expected benefit payments.

(In millions)	Pensions
2022	\$ 17.5
2023	18.2
2024	19.1
2025	20.9
2026	19.9
2027-2031	99.7

Savings Plans

U.S. and some international employees participate in defined contribution savings plans that the Company sponsors. These plans generally provide company matching contributions on participants' voluntary contributions and/or company non-elective contributions. Additionally, certain highly compensated employees participate in a non-qualified deferred compensation plan, which also allows for company matching contributions and company non-elective contributions on compensation in excess of the Internal Revenue Code Section 401(a) (17) limit. The expense for matching contributions was \$15.9 million, \$15.1 million, and \$12.9 million in 2021, 2020 and 2019, respectively.

NOTE 9. ACCUMULATED OTHER COMPREHENSIVE INCOME (LOSS)

Accumulated other comprehensive income or loss ("AOCI") represents the cumulative balance of other comprehensive income, net of tax, as of the Balance Sheet date. For the Company, AOCI is composed of adjustments related to pension and other post-retirement benefits plans, derivatives designated as hedges, and foreign currency translation adjustments. Changes in the AOCI balances for the years ended December 31, 2021 and 2020 by component are shown in the following table:

(In millions)	Pension and Other Post- retirement Benefits ⁽¹⁾	Derivatives Designated as Hedges ⁽¹⁾	Foreign Currency Translation ⁽¹⁾	Total ⁽¹⁾
Balance as of January 1, 2020	\$ (147.0)	\$ 0.1	\$ (45.9)	\$ (192.8)
Other comprehensive income (loss) before reclassification	(20.4)	(5.0)	(6.7)	(32.1)
Amounts reclassified from accumulated other comprehensive income	6.0	1.1	(2.1)	5.0
Balance as of December 31, 2020	\$ (161.4)	\$ (3.8)	\$ (54.7)	\$ (219.9)
Other comprehensive income (loss) before reclassification	10.1	4.3	3.1	17.5
Amounts reclassified from accumulated other comprehensive income	5.8	1.3	(2.1)	5.0
Balance as of December 31, 2021	<u>\$ (145.5)</u>	<u>\$ 1.8</u>	<u>\$ (53.7)</u>	<u>\$ (197.4)</u>

(1) All amounts are net of income taxes.

Reclassification adjustments from AOCI into earnings for pension and other post-retirement benefits plans for the year ended December 31, 2021 were \$7.8 million of charges to pension (income) expense, other than service cost, net of \$2.0 million income tax benefit. Reclassification adjustments for derivatives designated as hedges for the year ended December 31, 2021 were \$1.8 million of interest expense, net of \$0.5 million income tax benefit. Reclassification adjustments for foreign currency translation related to net investment hedges for the year ended December 31, 2021 were \$2.9 million of benefit in interest expense, net of \$0.8 million in provision for income taxes.

Reclassification adjustments from AOCI into earnings for pension and other post-retirement benefits plans for the year ended December 31, 2020 were \$8.1 million of charges to pension (income) expense, other than service cost, net of \$2.1 million in provision for income taxes. Reclassification adjustments for derivatives designated as hedges for the year ended December 31, 2020 were \$1.5 million of interest expense, net of \$0.4 million income tax benefit. Reclassification adjustments for foreign currency translation related to net investment hedges for the year ended December 31, 2020 were \$2.9 million of benefit in interest expense, net of \$0.8 million in provision for income taxes.

NOTE 10. STOCK-BASED COMPENSATION

The Company recorded stock-based compensation expense and related income tax effects for the years ended December 31, as follows:

(In millions)	2021	2020	2019
Stock-based compensation expense	\$ 6.5	\$ 1.9	\$ 9.4
Tax benefit (expense) recorded in consolidated statements of income	\$ 2.2	\$ (0.1)	\$ 4.6

As of December 31, 2021, there was \$11.5 million of unrecognized stock-based compensation expense for outstanding awards expected to be recognized over a weighted average period of 1.9 years.

Incentive Compensation Plan

The Company sponsors a stock-based compensation plan (the “Incentive Compensation Plan”) that provides certain incentives and awards to its officers, employees, directors and consultants. The Incentive Compensation Plan allows the Compensation Committee (the “Committee”) of the Board of Directors to make various types of awards to eligible individuals. Awards that may be issued include common stock, stock options, stock appreciation rights, restricted stock and stock units.

Restricted stock unit awards specify any applicable performance goals, the time and rate of vesting and such other provisions as determined by the Committee. Restricted stock units generally vest after 3 years of service, but may also vest upon a change of control as defined in the Incentive Compensation Plan. The 2017 Incentive Compensation Plan was approved by stockholders in May 2017. The 2017 Incentive Compensation Plan replaced the prior incentive compensation plan (the “2008 Incentive Compensation Plan”). The aggregate number of shares of common stock that are authorized for issuance under the 2017 Incentive Compensation Plan is (i) 1,000,000 shares, plus (ii) the number of shares of common stock that remained available for issuance under the 2008 Incentive Compensation Plan on the effective date of the 2017 Incentive Compensation Plan, plus (iii) the number of shares of common stock that were subject to outstanding awards under the 2008 Incentive Compensation Plan on the effective date of the 2017 Incentive Compensation Plan that are canceled, forfeited, returned or withheld without the issuance of shares thereunder.

Impact of Retirement on Outstanding Awards

In the event of an executive officer’s retirement from the Company upon or after attaining age 62 and a specified number of years of service, any nonvested awards remain outstanding after retirement and vest on the originally scheduled vesting date. This permits flexibility in retirement planning, permits the Company to provide an incentive for the vesting period and does not penalize employees who receive awards as incentive compensation when they retire.

Restricted Stock Units

A summary of the nonvested restricted stock units as of December 31, 2021 and changes during the year is presented below:

	Shares	Weighted-Average Grant-Date Fair Value
Nonvested at December 31, 2020	394,713	\$ 56.24
Granted	119,443	\$ 142.32
Vested	(56,572)	\$ 105.11
Forfeited	(51,178)	\$ 111.78
Nonvested at December 31, 2021	406,406	\$ 70.31

The Company grants time-based and performance-based restricted stock units that typically vest after three years, but can vary based on the discretion of the Committee. The fair value of these awards is determined using the market value of common stock on the grant date. Compensation cost is recognized over the lesser of the stated vesting period or the period until the employee meets the retirement eligible age and service requirements under the plan.

For performance-based restricted stock units awards made in 2021, 2020, and 2019, the number of shares to be issued is dependent upon performance over the three year period ending December 31st of the respective term, with respect to cumulative diluted earnings per share from continuing operations and average operating return on invested capital (ROIC). ROIC is defined as net income plus after tax net interest expense divided by average invested capital, which is an average of total shareholders equity plus debt plus future pension expenses held in AOCI less cash and cash equivalents. Based on results achieved in 2021, 2020, and 2019, and the forecasted amounts over the remainder of the performance period, the Company expects to issue a total of 28,712, 12,205, 5,088, and 3,088, shares at the vesting dates in March 2024, May 2023, March 2023 and April 2022, respectively. Compensation cost has been measured in 2021 based on these expectations.

The following summarizes values for restricted stock activity in each of the years in the three year period ended December 31:

	2021	2020	2019
Weighted-average grant-date fair value of restricted stock units granted	\$ 142.32	\$ 96.81	\$ 91.92
Fair value of restricted stock vested (in millions)	\$ 7.9	\$ 6.5	\$ 20.7

NOTE 11. STOCKHOLDERS' EQUITY

The following is a summary of capital stock activity (in shares) for the year ended December 31, 2021:

	Common stock outstanding	Common stock held in treasury
December 31, 2020	31,729,736	11,871
Stock awards issued	40,231	(11,871)
December 31, 2021	31,769,967	—

On December 1, 2021, the Board authorized a share repurchase program of up to \$30 million of the Company's common stock, effective January 1, 2022 through December 31, 2024, which replaced the prior share repurchase program. Shares may be purchased from time to time in open market transactions, subject to market conditions. Repurchased shares become treasury shares, which are accounted for using the cost method and are intended to be used for future awards under the Incentive Compensation Plan.

On August 10, 2018, the Board authorized a share repurchase program of up to \$30 million of the Company's common stock, effective January 1, 2019 through December 31, 2021, which replaced the prior share repurchase program. There were no share repurchases under this program, which has now terminated.

NOTE 12. REVENUE RECOGNITION

Transaction price allocated to the remaining performance obligations

The Company has estimated that \$1,006.7 million in revenue is expected to be recognized in the future periods related to remaining performance obligations from the Company's contracts with customers outstanding as of December 31, 2021. The Company expects to complete these obligations and recognize 90% as revenue in 2022, 9% in 2023, and the remainder after 2023.

Disaggregation of Revenue

In the following table, revenue is disaggregated by type of good or service, primary geographical market, and timing of recognition for each reportable segment. The table also includes a reconciliation of the disaggregated revenue to total revenue of each reportable segment.

(In millions)	December 31,					
	2021		2020		2019	
	JBT FoodTech	JBT AeroTech	JBT FoodTech	JBT AeroTech	JBT FoodTech	JBT AeroTech
Type of Good or Service						
Recurring ⁽¹⁾	\$ 661.6	\$ 178.2	\$ 610.7	\$ 155.4	\$ 586.6	\$ 200.2
Non-recurring ⁽¹⁾	738.8	289.3	623.8	337.9	742.8	415.7
Total	\$ 1,400.4	\$ 467.5	\$ 1,234.5	\$ 493.3	\$ 1,329.4	\$ 615.9
Geographical Region ⁽²⁾						
North America	\$ 776.6	\$ 416.9	\$ 666.5	\$ 423.9	\$ 703.3	\$ 500.7
Europe, Middle East and Africa	364.0	38.8	365.3	41.5	376.7	81.6
Asia Pacific	174.2	7.7	135.3	23.9	171.0	27.3
Latin America	85.6	4.1	67.4	4.0	78.4	6.3
Total	\$ 1,400.4	\$ 467.5	\$ 1,234.5	\$ 493.3	\$ 1,329.4	\$ 615.9
Timing of Recognition						
Point in Time	\$ 661.1	\$ 218.1	\$ 593.5	\$ 251.7	\$ 618.1	\$ 370.1
Over Time	739.3	249.4	641.0	241.6	711.3	245.8
Total	\$ 1,400.4	\$ 467.5	\$ 1,234.5	\$ 493.3	\$ 1,329.4	\$ 615.9

(1) Aftermarket parts and services and operating lease revenues are considered recurring revenue. Non-recurring revenue includes new equipment and installation.

(2) Geographical region represents the region in which the end customer resides.

Contract balances

The timing of revenue recognition, billings and cash collections results in trade receivables, contract assets, and advance and progress payments (contract liabilities). Contract assets exist when revenue recognition occurs prior to billings. Contract assets are transferred to trade receivables when the right to payment becomes unconditional (i.e., when receipt of the amount is dependent only on the passage of time). Conversely, the Company often receives payments from its customers before revenue is recognized, resulting in contract liabilities. These assets and liabilities are reported on the Balance Sheet as contract assets and within advance and progress payments, respectively, on a contract-by-contract net basis at the end of each reporting period.

Contract asset and liability balances for the period were as follows:

(In millions)	Balances as of		
	December 31, 2021	December 31, 2020	December 31, 2019
Contract Assets	\$ 94.4	\$ 68.3	\$ 74.4
Contract Liabilities	178.0	123.8	92.5

The revenue recognized during the year ended December 31, 2021, 2020 and 2019 that was included in contract liabilities at the beginning of the period amounted to \$105.2 million, \$74.9 million, and \$112.5 million respectively. Additionally, the Company assumed contract liabilities from acquisitions in the amount of \$2.5 million in the year 2021 and of \$10.1 million in the year 2019. The remainder of change from December 31, 2021, December 31, 2020 and December 31, 2019 is driven by the timing of advance and milestone payments received from customers, customer returns, and fulfillment of performance obligations. There were no significant changes in the contract balances other than those described above.

NOTE 13. EARNINGS PER SHARE

The following table sets forth the computation of basic and diluted earnings per share ("EPS") from continuing operations for the respective periods and basic and diluted shares outstanding:

(In millions, except per share data)	2021	2020	2019
Basic earnings per share:			
Income from continuing operations	\$ 118.4	\$ 108.8	\$ 129.3
Weighted average number of shares outstanding	32.0	32.0	31.9
Basic earnings per share from continuing operations	\$ 3.70	\$ 3.40	\$ 4.05
Diluted earnings per share:			
Income from continuing operations	\$ 118.4	\$ 108.8	\$ 129.3
Weighted average number of shares outstanding	32.0	32.0	31.9
Effect of dilutive securities:			
Restricted stock units	0.1	0.1	0.1
Total shares and dilutive securities	32.1	32.1	32.0
Diluted earnings per share from continuing operations	\$ 3.69	\$ 3.39	\$ 4.03

NOTE 14. DERIVATIVE FINANCIAL INSTRUMENTS AND CREDIT RISK

Derivative financial instruments

All derivatives are recorded as other assets or liabilities in the Balance Sheets at their respective fair values. For derivatives designated as cash flow hedges, the effective portion of the unrealized gain or loss related to the derivatives are recorded in Other comprehensive income (loss) until the transaction affects earnings. The Company assesses both at inception of the hedge and on an ongoing basis, whether the derivative in the hedging transaction has been, and will continue to be, highly effective in offsetting changes in cash flows of the hedged item. Changes in the fair value of derivatives that do not meet the criteria for designation as a hedge are recognized in earnings.

Foreign Exchange: The Company manufactures and sells products in a number of countries throughout the world and, as a result, the Company is exposed to movements in foreign currency exchange rates. The Company's major foreign currency exposures involve the markets in Western Europe, South America and Asia. Some sales and purchase contracts contain embedded derivatives due to the nature of doing business in certain jurisdictions, which the Company takes into consideration as part of its risk management policy. The purpose of foreign currency hedging activities is to manage the economic impact of exchange rate volatility associated with anticipated foreign currency purchases and sales made in the normal course of business. The Company primarily utilizes forward foreign exchange contracts with maturities of less than 2 years in managing this foreign exchange rate risk. The Company has not designated these forward foreign exchange contracts, which had a notional value at December 31, 2021 of \$1,709.7 million, as hedges and therefore does not apply hedge accounting.

The following table presents the fair value of foreign currency derivatives and embedded derivatives included within the Balance Sheets:

(In millions)	As of December 31, 2021		As of December 31, 2020	
	Derivative Assets	Derivative Liabilities	Derivative Assets	Derivative Liabilities
Total	\$ 10.6	\$ 9.4	\$ 10.0	\$ 12.7

A master netting arrangement allows counterparties to net settle amounts owed to each other as a result of separate offsetting derivative transactions. The Company enters into master netting arrangements with its counterparties when possible to mitigate credit risk in derivative transactions by permitting it to net settle for transactions with the same counterparty. However, the Company does not net settle with such counterparties. As a result, the Company presents derivatives at their gross fair values in the Balance Sheets.

As of December 31, 2021 and 2020, information related to these offsetting arrangements was as follows:

(In millions)	As of December 31, 2021				
Offsetting of Assets					
	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Consolidated Balance Sheets	Amount Presented in the Consolidated Balance Sheets	Amount Subject to Master Netting Agreement	Net Amount
Derivatives	\$ 17.5	\$ —	\$ 17.5	\$ (7.3)	\$ 10.2
Offsetting of Liabilities	As of December 31, 2021				
	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Consolidated Balance Sheets	Amount Presented in the Consolidated Balance Sheets	Amount Subject to Master Netting Agreement	Net Amount
Derivatives	\$ 9.1	\$ —	\$ 9.1	\$ (7.3)	\$ 1.8
(In millions)	As of December 31, 2020				
Offsetting of Assets					
	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Consolidated Balance Sheets	Amount Presented in the Consolidated Balance Sheets	Amount Subject to Master Netting Agreement	Net Amount
Derivatives	\$ 10.0	\$ —	\$ 10.0	\$ (8.6)	\$ 1.4
Offsetting of Liabilities	As of December 31, 2020				
	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Consolidated Balance Sheets	Amount Presented in the Consolidated Balance Sheets	Amount Subject to Master Netting Agreement	Net Amount
Derivatives	\$ 16.6	\$ —	\$ 16.6	\$ (8.6)	\$ 8.0

The following table presents the location and amount of the loss on foreign currency derivatives and on the remeasurement of assets and liabilities denominated in foreign currencies, as well as the net impact recognized in the Consolidated Statements of Income:

Derivatives not designated as hedging instruments	Location of Gain (Loss) Recognized in Income	Amount of Gain (Loss) Recognized in Income		
(In millions)		2021	2020	2019
Foreign exchange contracts	Revenue	\$ (1.1)	\$ 2.7	\$ (2.7)
Foreign exchange contracts	Cost of sales	(0.1)	(3.1)	1.1
Foreign exchange contracts	Selling, general and administrative expense	1.0	2.5	(1.7)
Total		\$ (0.2)	\$ 2.1	\$ (3.3)
Remeasurement of assets and liabilities in foreign currencies		(0.8)	(3.1)	1.1
Net loss on foreign currency transactions		\$ (1.0)	\$ (1.0)	\$ (2.2)

Interest Rates: The Company has entered into four interest rate swaps executed in March 2020 with a combined notional amount of \$200 million expiring in April 2025, and one interest rate swap executed in May 2020 with a notional amount of \$50 million expiring in May 2025. These interest rate swaps fix the interest rate applicable to certain of the Company's variable-rate debt. The agreements swap one-month LIBOR for fixed rates. The Company has designated these swaps as cash flow hedges and all changes in fair value of the swaps are recognized in accumulated other comprehensive income (loss).

At December 31, 2021, the fair value of these derivatives designated as cash flow hedges were recorded in the Balance Sheet as other assets of \$2.4 million and as accumulated other comprehensive income, net of tax, of \$1.7 million.

Net Investment hedges: The Company has entered into cross currency swap agreements that synthetically swap \$116.4 million of fixed rate debt to Euro denominated fixed rate debt. The agreements are designated as net investment hedges for accounting purposes. Accordingly, the gains or losses on these derivative instruments are included in the foreign currency translation component of other

comprehensive income until the net investment is sold, diluted, or liquidated. Coupons received for the cross currency swaps are excluded from the net investment hedge effectiveness assessment and are recorded in interest expense, net on the Consolidated Statements of Income. For the year ended December 31, 2021, gains recorded in interest expense, net under the cross currency swap agreements were \$2.9 million.

At December 31, 2021, the fair value of these derivatives designated as net investment hedges were recorded in the Balance Sheet as other assets of \$5.5 million and as accumulated other comprehensive income, net of tax, of \$4.1 million.

Refer to Note 15. Fair Value of Financial Instruments, for a description of how the values of the above financial instruments are determined.

Credit risk

By their nature, financial instruments involve risk including credit risk for non-performance by counterparties. Financial instruments that potentially subject the Company to credit risk primarily consist of trade receivables and derivative contracts. The Company manages the credit risk on financial instruments by transacting only with financially secure counterparties, requiring credit approvals and establishing credit limits, and monitoring counterparties' financial condition. The Company's maximum exposure to credit loss in the event of non-performance by the counterparty, for all receivables and derivative contracts as of December 31, 2021, is limited to the amount outstanding on the financial instrument. Allowances for losses are established based on collectability assessments.

NOTE 15. FAIR VALUE OF FINANCIAL INSTRUMENTS

The fair value framework requires the categorization of assets and liabilities into three levels based upon the assumptions (inputs) used to price the assets or liabilities. Level 1 provides the most reliable measure of fair value, whereas Level 3 generally requires significant management judgment. The three levels are defined as follows:

- *Level 1:* Unadjusted quoted prices in active markets for identical assets and liabilities that the Company can assess at the measurement date.
- *Level 2:* Observable inputs other than those included in Level 1 that are observable for the asset or liability, either directly or indirectly. For example, quoted prices for similar assets or liabilities in active markets or quoted prices for identical assets or liabilities in inactive markets.
- *Level 3:* Unobservable inputs reflecting management's own assumptions about the inputs used in pricing the asset or liability.

Financial assets and financial liabilities measured at fair value on a recurring basis are as follows:

(In millions)	As of December 31, 2021				As of December 31, 2020			
	Total	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3
Assets:								
Investments	\$ 13.5	\$ 13.5	\$ —	\$ —	\$ 12.3	\$ 12.3	\$ —	\$ —
Derivatives	18.4	—	18.4	—	10.0	—	10.0	—
Total assets	\$ 31.9	\$ 13.5	\$ 18.4	\$ —	\$ 22.3	\$ 12.3	\$ 10.0	\$ —
Liabilities:								
Derivatives	\$ 9.4	\$ —	\$ 9.4	\$ —	\$ 18.8	\$ —	\$ 18.8	\$ —
Contingent Consideration	—	—	—	—	19.1	—	—	19.1
Total liabilities	\$ 9.4	\$ —	\$ 9.4	\$ —	\$ 37.9	\$ —	\$ 18.8	\$ 19.1

Investments represent securities held in a trust for the non-qualified deferred compensation plan. Investments are classified as trading securities and are valued based on quoted prices in active markets for identical assets that the Company has the ability to access. Investments are reported separately in Other assets on the Balance Sheets. Investments include an unrealized gain of \$0.5 million as of December 31, 2021 and unrealized gain of \$1.1 million as of December 31, 2020.

The Company uses the income approach to measure the fair value of derivative instruments on a recurring basis. This approach calculates the present value of the future cash flow by measuring the change between the derivative contract rate and the published

market indicative currency rate, multiplied by the contract notional values, and applying an appropriate discount rate as well as a factor of credit risk.

The purchase agreement for the Company's acquisition of Proseal, in the second quarter of 2019, included contingent consideration due to the sellers of Proseal upon achievement of certain earnings targets. The contingent consideration obligation included in the Balance Sheet as other current liabilities as of December 31, 2020 was paid during the quarter ended June 30, 2021.

Following table provides a summary of changes in fair value of contingent consideration during the year ended December 31, 2021:

	For year ended	
	December 31, 2021	December 31, 2020
Beginning balance	\$ 19.1	\$ 17.4
Measurement adjustments recorded to earnings	—	1.1
Cash Payments	(19.4)	—
Foreign currency translation adjustment	0.3	0.6
Ending balance	\$ —	\$ 19.1

The carrying amounts of cash and cash equivalents, trade receivables and payables, as well as financial instruments included in other current assets and other current liabilities, approximate fair values because of their short-term maturities.

The carrying values and the estimated fair values of debt financial instruments as of December 31 are as follows:

(In millions)	2021		2020	
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value
Convertible senior notes	\$ 392.7	\$ 448.8	\$ —	\$ —
Revolving credit facility, expires December 14, 2026	282.9	282.9	523.9	523.9
Other	—	—	2.4	2.4

The carrying values of the Company's revolving credit facility recorded in long-term debt on the Balance Sheet approximate their fair values due to their variable interest rates. The fair value of the Convertible senior notes is estimated using Level 2 inputs as they are not registered securities nor listed on any securities exchange but may be traded by qualified institutional buyers.

NOTE 16. COMMITMENTS AND CONTINGENCIES

In the normal course of business, the Company is at times subject to pending and threatened legal actions, some for which the relief or damages sought may be substantial. Although the Company is not able to predict the outcome of such actions, after reviewing all pending and threatened actions with counsel and based on information currently available, management believes that the outcome of such actions, individually or in the aggregate, will not have a material adverse effect on results of operations or financial position. However, it is possible that the ultimate resolution of such matters, if unfavorable, may be material to results of operations in a particular future period as the time and amount of any resolution of such actions and its relationship to the future results of operations are not currently known.

Liabilities are established for pending legal claims only when losses associated with the claims are judged to be probable, and the loss can be reasonably estimated. In many lawsuits and arbitrations, it is not considered probable that a liability has been incurred or not possible to estimate the ultimate or minimum amount of that liability until the case is close to resolution, in which case no liability would be recognized until that time.

Guarantees and Product Warranties

In the ordinary course of business with customers, vendors and others, the Company issues standby letters of credit, performance bonds, surety bonds and other guarantees. These financial instruments, which totaled approximately \$145.3 million at December 31, 2021, represent guarantees of future performance. The Company also has provided approximately \$6.3 million of bank guarantees and letters of credit to secure a portion of its existing financial obligations. The majority of these financial instruments expire within two years; the Company expects to replace them through the issuance of new or the extension of existing letters of credit and surety bonds.

In some instances, the Company guarantees its customers' financing arrangements. The Company is responsible for payment of any unpaid amounts but will receive indemnification from third parties for ninety-five percent of the contract values. In addition, the

Company generally retains recourse to the equipment sold. As of December 31, 2021, the gross value of such arrangements was \$0.7 million, of which the Company's net exposure under such guarantees was less than \$0.1 million.

The Company provides warranties of various lengths and terms to certain customers based on standard terms and conditions and negotiated agreements. The Company provides for the estimated cost of warranties at the time revenue is recognized for products where reliable, historical experience of warranty claims and costs exists. The Company also provides a warranty liability when additional specific obligations are identified. The warranty obligation reflected in other current liabilities in the consolidated balance sheets is based on historical experience by product and considers failure rates and the related costs in correcting a product failure. Warranty cost and accrual information were as follows:

(In millions)	2021	2020
Balance at beginning of the year	\$ 11.5	\$ 12.0
Expenses for new warranties	12.6	12.4
Adjustments to existing accruals	(0.9)	(0.9)
Claims paid	(10.5)	(12.4)
Added through acquisition	0.3	—
Translation	(0.3)	0.4
Balance at end of year	<u>\$ 12.7</u>	<u>\$ 11.5</u>

NOTE 17. LEASES

Lessee Accounting

Operating Leases:

The Company's lease cost for the year ended December 31, 2021 was \$17.3 million, including variable lease cost of \$2.1 million and short-term lease cost of \$1.3 million. The Company's lease cost for the year ended December 31, 2020 was \$16.3 million, including variable lease cost of \$1.6 million and short-term lease cost of \$1.0 million. The Company's lease cost for the year ended December 31, 2019 was \$14.1 million, including variable lease cost of \$1.0 million and an immaterial short-term lease cost. Sub-lease income were immaterial for the years ended December 31, 2021, 2020, and 2019.

The following tables provide the required information regarding operating leases for which the Company is lessee:

(In millions)	Balance as of	
	December 31, 2021	December 31, 2020
Assets		
ROU assets	\$ 33.5	\$ 27.0
Total ROU assets	\$ 33.5	\$ 27.0
Liabilities		
Current	\$ 10.2	\$ 9.0
Non-current	25.2	19.7
Total lease liabilities	\$ 35.4	\$ 28.7
Weighted-average remaining lease term (years)	4.5	4.5
Weighted-average discount rate	4.2 %	5.1 %

The majority of ROU assets and lease liabilities, approximately 85%, relate to real estate leases, with the remaining amount primarily comprised of vehicle leases.

Maturity of Operating Lease Liabilities as of December 31, 2021, in millions:

Year 1^(a)	\$	11.3
Year 2		8.8
Year 3		6.6
Year 4		5.6
Year 5		3.0
After Year 5		3.7
Total lease payments	\$	39.0
Less: Interest on lease payments		(3.6)
Present value of lease liabilities	\$	35.4

(a) Represents the next 12 months

Other Information for Operating Leases:

<i>(In millions)</i>	December 31, 2021	Year-to-Date December 31, 2020	December 31, 2019
Operating cash flows from operating leases	\$ 13.3	\$ 12.9	\$ 13.3
ROU assets arising from obtaining new operating lease obligations	19.1	4.8	10.9

Refer to Note 21. Related Party Transactions for details of operating lease agreements with related parties.

Finance Leases:

The Company's real estate leases for which it is the lessee for an indefinite lease term are classified as financing. The ROU asset balance for these leases, included in property, plant, and equipment, net in the Balance Sheet, is \$3.2 million and \$3.3 million as of December 31, 2021 and December 31, 2020, respectively. These finance leases have no lease liability outstanding as of December 31, 2021 as no amounts are due under the lease. The reduction in the carrying amount of the ROU asset balance for the years ended December 31, 2021, 2020, and 2019 was immaterial.

Lessor Accounting

Operating Leases:

The following tables provide the required information regarding operating leases for which the Company is lessor.

Operating Lease Revenue:

<i>(In millions)</i>	December 31, 2021	December 31, 2020	December 31, 2019
Fixed payment revenue	\$ 66.3	\$ 66.7	\$ 67.7
Variable payment revenue	24.9	14.0	18.0
Total	\$ 91.2	\$ 80.7	\$ 85.7

Operating Lessor Maturity Analysis as of December 31, 2021, in millions:

Less than 1 Year^(a)	\$	52.6
Year 1		37.2
Year 2		26.8
Year 3		18.5
Year 4		12.6
Year 5		5.4
After Year 5		3.8
Total lease receivables	\$	156.9

(a) Represents the next 12 months

Sales-Type Leases:

Sales-Type Lessor Maturity Analysis as of December 31, 2021, in millions:

Less than 1 Year^(a)	\$	5.0
Year 1		1.6
Year 2		0.3
Year 3		0.6
Total lease receivables	\$	7.5

(a) Represents the next 12 months

Sales-type lease revenue was \$11.7 million, \$8.3 million, and \$5.6 million for the years ended December 31, 2021, 2020, and 2019 respectively. The current portion of the net investment in sales-type leases is included in trade receivables and the portion due after one year is included in other long-term assets in the Balance Sheet.

NOTE 18. BUSINESS SEGMENTS

Operating segments for the Company are determined based on information used by the chief operating decision maker (CODM) in deciding how to evaluate performance and allocate resources to each of the segments. JBT's CODM is the Chief Executive Officer (CEO). While there are many measures the CEO reviews in this capacity, the key segment measures reviewed include operating profit, EBITDA, adjusted when applicable, and EBITDA margins.

Reportable segments are:

- JBT FoodTech—provides comprehensive solutions throughout the food production value chain extending from primary processing through packaging systems for a large variety of food and beverage groups, including poultry, beef, pork, seafood, ready-to-eat meals, fruits, vegetables, dairy, bakery, pet foods, soups, sauces, and juices.
- JBT AeroTech—supplies customized solutions and services used for applications in the air transportation industry, including airport authorities, airlines, airfreight, ground handling companies, militaries and defense contractors.

Segment operating profit is defined as total segment revenue less segment operating expenses. The following items have been excluded in computing segment operating profit: corporate expense, restructuring costs, interest income and expense, and income taxes. See the table below for further details on corporate expense.

Segment revenue and segment operating profit

Segment operating profit is defined as total segment revenue less segment operating expenses. Business segment information is as follows:

(In millions)	2021	2020	2019
Revenue			
JBT FoodTech	\$ 1,400.4	\$ 1,234.5	\$ 1,329.4
JBT AeroTech	467.5	493.3	615.9
Other revenue	0.4	—	0.4
Total revenue	<u>\$ 1,868.3</u>	<u>\$ 1,727.8</u>	<u>\$ 1,945.7</u>
Income before income taxes			
Segment operating profit:			
JBT FoodTech	\$ 187.0	\$ 170.6	\$ 184.7
JBT AeroTech	32.6	52.9	78.9
Total segment operating profit	219.6	223.5	263.6
Corporate items:			
Corporate expense ⁽¹⁾	53.9	48.3	61.9
Restructuring expense ⁽²⁾	5.6	12.1	13.5
Operating income	160.1	163.1	188.2
Pension (income) expense, other than service cost	(1.3)	3.7	2.5
Net interest expense	8.7	13.9	18.8
Income from continuing operations before income taxes	152.7	145.5	166.9
Provision for income taxes	34.3	36.7	37.6
Income from continuing operations	118.4	108.8	129.3
Loss from discontinued operations, net of income taxes	—	—	0.3
Net income	<u>\$ 118.4</u>	<u>\$ 108.8</u>	<u>\$ 129.0</u>

- (1) Corporate expense generally includes corporate staff-related expense, stock-based compensation, LIFO adjustments, certain foreign currency-related gains and losses, and the impact of unusual or strategic transactions not representative of segment operations.
- (2) Refer to Note 19. Restructuring for further information on restructuring expense.

Segment operating capital employed and segment assets

(In millions)	2021	2020	2019
Segment operating capital employed⁽¹⁾:			
JBT FoodTech	\$ 1,310.2	\$ 1,145.4	\$ 1,200.3
JBT AeroTech	184.1	208.1	241.7
Total segment operating capital employed	1,494.3	1,353.5	1,442.0
Segment liabilities included in total segment operating capital employed ⁽²⁾	522.0	406.1	436.9
Corporate ⁽³⁾	125.1	46.3	36.0
Total assets	\$ 2,141.4	\$ 1,805.9	\$ 1,914.9
Segment assets:			
JBT FoodTech	\$ 1,730.9	\$ 1,468.9	\$ 1,528.4
JBT AeroTech	285.4	290.7	350.5
Total segment assets	2,016.3	1,759.6	1,878.9
Corporate ⁽³⁾	125.1	46.3	36.0
Total assets	\$ 2,141.4	\$ 1,805.9	\$ 1,914.9

- (1) Management views segment operating capital employed, which consists of segment assets, net of its liabilities, as the primary measure of segment capital. Segment operating capital employed excludes debt, pension liabilities, restructuring reserves, income taxes and LIFO inventory reserves.
- (2) Segment liabilities included in total segment operating capital employed consist of trade and other accounts payable, advance and progress payments, accrued payroll and other liabilities.
- (3) Corporate includes cash, LIFO inventory reserves, income tax balances, investments, and property, plant and equipment not associated with a specific segment.

Geographic segment information

Geographic segment sales were identified based on the location where the Company's products and services were delivered. Geographic segment long-lived assets include property, plant and equipment, net and certain other non-current assets.

(In millions)	2021	2020	2019
Revenue (by location of customers):			
United States	\$ 1,137.5	\$ 1,034.0	\$ 1,133.7
All other countries	730.8	693.8	812.0
Total revenue	\$ 1,868.3	\$ 1,727.8	\$ 1,945.7
Long-lived assets:			
United States	\$ 212.9	\$ 181.9	\$ 180.6
United Kingdom	27.5	29.8	27.4
All other countries	80.0	79.9	77.5
Total long-lived assets	\$ 320.4	\$ 291.6	\$ 285.5

Other business segment information

(In millions)	Capital Expenditures			Depreciation and Amortization		
	2021	2020	2019	2021	2020	2019
JBT FoodTech	\$ 35.1	\$ 27.9	\$ 29.9	\$ 69.0	\$ 63.6	\$ 58.1
JBT AeroTech	1.6	2.1	5.6	4.5	5.5	4.7
Corporate	17.4	4.3	2.4	3.3	2.7	2.8
Total	<u>\$ 54.1</u>	<u>\$ 34.3</u>	<u>\$ 37.9</u>	<u>\$ 76.8</u>	<u>\$ 71.8</u>	<u>\$ 65.6</u>

NOTE 19. RESTRUCTURING

Restructuring charges primarily consist of employee separation benefits under existing severance programs, foreign statutory termination benefits, certain one-time termination benefits, contract termination costs, asset impairment charges and other costs that are associated with restructuring actions. Certain restructuring charges are accrued prior to payments made in accordance with applicable guidance. For such charges, the amounts are determined based on estimates prepared at the time the restructuring actions were approved by management. Inventory write offs due to restructuring are reported in Cost of products and are included in each segment's operating profit given the nature of the item. All other restructuring charges that are reported as Restructuring expenses are excluded from the calculation of each segment's operating profit.

In the first quarter of 2018, the Company implemented a restructuring plan ("2018 restructuring plan") to address its global processes to flatten the organization, improve efficiency and better leverage general and administrative resources primarily within the JBT FoodTech segment. The Company recognized cumulative restructuring charges of \$62.2 million, net of cumulative releases of the related liability of \$11.9 million. The Company completed this plan in the third quarter of 2020 and transferred the remaining liability into the 2020 restructuring plan in the fourth quarter of 2020.

In the first quarter of 2020, the Company implemented an immaterial restructuring plan primarily within the JBT AeroTech segment. The Company recognized cumulative restructuring charges of \$2.4 million related to severance, net of a cumulative release of related liability of \$0.2 million. The Company completed this plan in the third quarter of 2020 and transferred the remaining liability into the 2020 restructuring plan in the fourth quarter of 2020.

In the third quarter of 2020, the Company implemented a restructuring plan ("2020 restructuring plan") for manufacturing capacity rationalization affecting both the JBT FoodTech and JBT AeroTech segments. During the third quarter of 2021, the Company had revised its total estimated costs in connection with this plan, with the original estimate of \$9 million to \$10 million for FoodTech to be recognized by end of 2021, to a range of \$10 million to \$11 million to be completed by second quarter of 2022. These changes are due to a delay in transfer of the manufacturing process under this plan. The total estimated cost for AeroTech in connection with this plan is approximately \$6 million. The Company recognized restructuring charges of \$17.2 million, net of a cumulative release of the related liability of \$1.5 million, through December 31, 2021.

The following table details the cumulative restructuring charges reported in operating income for the active restructuring plans since the implementation of these plans:

(In millions)	Cumulative Amount	As of the Quarter Ended				Cumulative Amount
	Balance as of December 31, 2020	March 31, 2021	June 30, 2021	September 30, 2021	December 31, 2021	Balance as of December 31, 2021
2020 restructuring plan						
Severance and related expense	\$ 7.0	\$ 0.2	\$ 0.8	\$ 0.2	\$ 1.0	\$ 9.2
Inventory write-off	1.9	—	—	—	0.2	2.1
Employee overlap costs	0.3	0.4	0.3	0.7	0.4	2.1
Retention bonus	0.3	0.4	—	0.1	(0.3)	0.5
Other	0.7	0.2	0.5	0.2	1.7	3.3
Total Restructuring charges	\$ 10.2	\$ 1.2	\$ 1.6	\$ 1.2	\$ 3.0	\$ 17.2

Restructuring charges, net of related release of liability, is reported within the following financial statement line items of the accompanying Consolidated Statements of Income:

(In millions)	Twelve Months Ended December 31,		
	2021	2020	2019
Cost of products ⁽¹⁾	\$ 0.2	\$ 1.9	\$ —
Restructuring expense	5.6	12.1	13.5
Total restructuring charge	\$ 5.8	\$ 14.0	\$ 13.5

(1) Restructuring charge reported in Cost of products is related to an inventory write-off resulting from the 2020 restructuring plan.

Liability balances for restructuring activities are included in other current liabilities in the accompanying Balance Sheets. The table below details the restructuring activities for the year ended December 31, 2021:

(In millions)	Balance as of December 31, 2020	Impacts to earnings			Cash Payments	Balance as of December 31, 2021
		Charged to Earnings	Releases			
2020 restructuring plan						
Severance and related expense	\$ 3.7	\$ 2.2	\$ (1.1)	\$ (4.1)	\$ 0.7	
Employee overlap costs	—	1.8	—	(1.8)	—	
Retention bonus	0.1	0.2	(0.1)	(0.1)	0.1	
Other	0.2	2.6	—	(2.8)	—	
Total	\$ 4.0	\$ 6.8	\$ (1.2)	\$ (8.8)	\$ 0.8	

The Company released \$1.2 million of the liability during the year ended December 31, 2021 which it no longer expects to pay in connection with the 2020 restructuring plan due to actual severance payments differing from the original estimates and natural attrition of employees.

NOTE 20. MANAGEMENT SUCCESSION COSTS

On September 24, 2020, the Company initiated a management succession plan after Tom Giacomini, the Company's former CEO, resigned from the Company. In connection with this succession plan, the Company entered into a separation agreement with Mr. Giacomini that provided for a lump sum separation payment of \$6.4 million. This separation cost of \$6.4 million was paid and recognized as Selling, general, and administrative expense in the consolidated statement of income during the year ended December 31, 2020.

In connection with Mr. Giacomini's departure from the Company, 96,427 nonvested shares under the Company's stock-based compensation plans were forfeited. Accordingly, the Company recorded a benefit of \$2.9 million associated with the reversal of previously accrued amounts for these unvested shares as stock based compensation expense within Selling, general, and administrative expense during the year ended December 31, 2020.

In December 2020, our Board of Directors named Brian Deck, former Executive Vice President and Chief Financial Officer, as the President and Chief Executive Officer, and Matt Meister, former Vice President and Chief Financial Officer for JBT Protein, as the Executive Vice President and Chief Financial Officer of the Company. In connection with these transitions, the Company recognized a one-time compensation cost of \$0.5 million and other related costs of \$0.8 million as Selling, general, and administrative expense in the consolidated statement of income during the year ended December 31, 2020.

NOTE 21. RELATED PARTY TRANSACTIONS

The Company has entered into an agreement to lease a manufacturing facility in Columbus, Ohio from an entity owned by certain of the Company's employees who were former owners or employees of its newly acquired business. The lease commenced on September 1, 2019, with an eight year term. The operating lease right-of-use asset and the lease liability related to this agreement is \$3.1 million and \$3.4 million, respectively, as of December 31, 2021.

Schedule II—Valuation and Qualifying Accounts

(In thousands)

(In thousands)		Additions					
	Balance at beginning of period	Charged to costs and expenses	Charged to other accounts ^(a)	Deductions and other ^(b)	Balance at end of period		
Description							
Year ended December 31, 2019:							
Allowance for doubtful accounts	\$ 3,698	\$ 2,064	\$ —	\$ 1,438	\$ 4,324		
Valuation allowance for deferred tax assets	\$ 3,861	\$ —	\$ 37	\$ —	\$ 3,898		
Year ended December 31, 2020:							
Allowance for credit losses	\$ 4,324	\$ 1,846	\$ 954	\$ 1,845	\$ 5,279		
Valuation allowance for deferred tax assets	\$ 3,898	\$ —	\$ 719	\$ —	\$ 4,617		
Year ended December 31, 2021:							
Allowance for credit losses	\$ 5,279	\$ 2,027	\$ —	\$ 1,260	\$ 6,046		
Valuation allowance for deferred tax assets	\$ 4,617		\$ 270		\$ 4,887		

(a) "Additions charged to other accounts" includes allowances added through business combinations and allowance for credit losses charged to retained earnings upon adoption of ASC 326 as of January 1, 2020.

(b) "Deductions and other" includes translation adjustments, write-offs, net of recoveries, and reductions in the allowances credited to expense.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. John Bean Technologies Corporation	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 1805 West 2550 South	Requester's name and address (optional)
6 City, state, and ZIP code Ogden, Utah		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
9	1	-	1	6	5	0	3	1	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Frank Moore

Date ► 11-01-2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



SECTION 7: PRICE PROPOSAL INFORMATION

The following documents are enclosed in this Section 7:

- APPENDIX A – PRICE PROPOSAL PAGES for RFP NO. 23-015/MD (The Appendix consist of 3 Pages)
- APPENDIX C – ORBO SCHEDULES 1 & 2 (The Appendix consist of 3 Pages)
- SBE Letter & Certification – Systems Integration & Maintenance, Inc. (The documents consist of 2 Pages)

APPENDIX A PRICE PROPOSAL PAGES RFP NO. 23-015/MD

Page 1 of 3

The following pricing is submitted as the all inclusive pricing to provide the Department of Airports with Operation and Maintenance of Baggage Handling Systems at Palm Beach International Airport in accordance with the Requirements/Scope of Work/Services set forth in this RFP document.

Maximum points: 10

ITEM NO:	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL ANNUAL MAINTENANCE FEE
1	1 st Year Maintenance	12 months	\$ <u>127,579.20</u> per/mo	\$ <u>1,530,950.43</u>
2	2 nd Year Maintenance	12 months	\$ <u>130,674.80</u> per/mo	\$ <u>1,568,097.64</u>
3	Optional 3 rd Year Maintenance	12 months	\$ <u>125,342.92</u> per/mo	\$ <u>1,504,115.03</u>
4	Optional 4 th Year Maintenance	12 months	\$ <u>128,003.08</u> per/mo	\$ <u>1,536,036.96</u>
5	Optional 5 th Year Maintenance	12 months	\$ <u>130,386.00</u> per/mo	\$ <u>1,564,631.95</u>
*TOTAL PROPOSED ANNUAL MAINTENANCE FEES – (60 MONTHS)				\$ <u>7,703,832.01</u>

*Amount to be used for evaluation.

ESTABLISHED LABOR RATE/MARK UP RATES

A. Special project work per Scope of Work/Services, Section 4.

Proposer shall submit below the fully burdened hourly rates for providing the Department of Airports with special project work per Scope of Work/Services. All rates are “fully-burdened”, i.e., includes all overhead costs, general, administrative and profit. Prices shall remain firm for the term of the Contract.

Maximum Points: 2

Operations & Maintenance Manager	\$ <u>78.72</u> per hour
Assistant O & M Manager	\$ <u>58.72</u> per hour
Lead Journeyman Electrical Technician	\$ <u>62.14</u> per hour

APPENDIX A **PRICE PROPOSAL PAGES** **RFP NO. 23-015/MD**

Page 2 of 3

ESTABLISHED LABOR RATE/MARK UP RATES CONTINUED

Lead Maintenance Technician	\$ <u>51.65</u> per hour
Maintenance Technician	\$ <u>44.97</u> per hour
Maintenance Technician Apprentice	\$ <u>34.45</u> per hour
Manual Encoder Operator	\$ <u>34.45</u> per hour
Bag Jammer	\$ <u>34.45</u> per hour
Control Room Operator/Dispatcher	\$ <u>35.78</u> per hour
Non-skilled Labor	\$ <u>34.45</u> per hour
	\$ <u>469.79</u> Total of Labor Rates**

B. Markup for subcontracted/support work
Maximum Points: 2

\$0 - \$500.00	<u>0</u> % (The Markup cannot exceed 15%)
\$501.00 - \$5,000.00	<u>0</u> % (The Markup cannot exceed 10%)
over - \$5,000.00	<u>5</u> % (The Markup cannot exceed 5%)
	<u>5</u> Total of % Markup**

C. Markup for parts, materials/equipment
Maximum Points: 10

\$0 - \$500.00	<u>0</u> % (The Markup cannot exceed 15%)
\$501.00 - \$5,000.00	<u>0</u> % (The Markup cannot exceed 10%)
over - \$5,000.00	<u>0</u> % (The Markup cannot exceed 5%)
	<u>0</u> Total of % Markup**

D. Markup to Upgrade for software/hardware
Maximum Points: 1

\$0 - \$500.00	<u>0</u> % (The Markup cannot exceed 15%)
\$501.00 - \$5,000.00	<u>0</u> % (The Markup cannot exceed 10%)
over - \$5,000.00	<u>5</u> % (The Markup cannot exceed 5%)
	<u>5</u> Total of % Markup**

**Amounts to be used for evaluation purposes only.

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 23-015/MD**

Page 3 of 3

The Proposer certifies by signature below the following:

- a. This pricing is current, accurate complete, and is presented as the Total Pricing including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Proposal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFP.
- c. The Proposal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the proposer at any time during the solicitation process and in any form deemed necessary by the County.
- e. The information in Section 3.5 Commercial Non-Discrimination Certification is true and correct to the best of the Proposer's knowledge.
- f. There are no legal proceedings required to be disclosed, as required by Section 3.5 Commercial Non-Discrimination, except as disclosed in Proposer's proposal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your proposal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE PROPOSAL RESPONSE.

NAME (PRINT): Frank Moore

TITLE: President/General Manager, JBT Airport Services

COMPANY: John Bean Technologies Corporation

ADDRESS: 1805 West 2550 South

CITY/STATE/ZIP: Ogden, Utah 844014

TELEPHONE NO. 801-940-1850

SIGNATURE: *Frank Moore*

APPENDIX C
OEBO SCHEDULES 1, 2, 3(A), & 4
RFP NO. 23-015/MD

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Operation & Maintenance of Baggage Handling System

SOLICITATION/PROJECT/BID NO.: RFP NO. 23-015/MD

SOLICITATION OPENING/SUBMITTAL DATE: November 15, 2022

COUNTY DEPARTMENT: Department of Aviation (DOA)

Section A

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: JBT AeroTech Corporation

ADDRESS: 1805 West 2550 South, Ogden, Utah 84401

CONTACT PERSON: Frank Moore

PHONE NO.: (801) 940-1850 E-MAIL: frank.moore@jbt.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: \$6,348,159.90 or 82.40%

Non-SBE ☐ MBE ☐ WBE ☐ SBE ☒

*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Section B

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
	Minority Business	Minority Business	Women Business	Small Business						
1. System Integration & Maintenance, Inc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				17.60%		
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>						

(Please use additional sheets if necessary)

Total 17.60%

Total Bid/Offer Price \$ 7,703,832.01

Total Certified S/M/WBE Participation \$ 1,355,672.11

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

Frank Moore

Name & Authorized Signature

President/General Manager

Title

- Note:
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

REVISED 09/22/2022

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: RFP NO. 23-015/MD

SOLICITATION/PROJECT NAME: Operation & Maintenance of Baggage Handling Systems at Palm Beach International Airport

Prime Contractor: John Bean Technologies Corporation Subcontractor: Systems Integration & Maintenance, Inc.

(Check box(s) that apply)

☒ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): April 22, 2022

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

Column 1

Column 2

Column 3

☒ Male ☐ Female

☐ African-American/Black ☐ Asian American ☒ Caucasian American

☐ Supplier

☐ Hispanic American ☐ Native American

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
1	1 - Maintenance Tech & 4 - Maintenance Tech Apprentice		5 FTE		\$1,355,672.11 (17.60%)

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \$1,355,672.11 (17.60%)

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

N/A

N/A

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

John Bean Technologies Corporation

Print Name of Prime

Frank Moore

By: _____

Authorized Signature

Frank Moore

Print Name

President/General Manager - Airport Services

Title

Date: 11/10/2022

Systems Integration & Maintenance, Inc.

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Michael Collier

Print Name

President

Title

Date: 11/10/2022

Revised 09/17/2019



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



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

05/26/2022

Mr. Mike Collier, President
SYSTEMS INTEGRATION & MAINTENANCE INC
2000 N Florida Mango Rd Ste 105
West Palm Beach FL 334096443

Dear Mr. Collier:

Your Small Business Enterprise (SBE) certification has been modified and include the following services:

90517 - Airport Ground Handling Services
90911 - Airport Facility Maintenance and Repair
91438 - Electrical
93625 - Electrical Equipment, Except Cable and Wires, and Lighting Fixtures Maintenance and Repair
96848 - Inspection Services, Electrical Instrumentation and Control
95863 - Janitorial Management Services
91039 - Janitorial/Custodial Services

Your certification expiration date remains the same, April 21, 2025. You will not receive Small Business Enterprise (SBE) consideration if you bid in another area. Enclosed is your new certificate.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes to your business must be reported to the Office of Equal Business Opportunity (OEBO). Your company name and vendor code must be the same in both the Vendor Self Service database (VSS) and OEBO. Failure to maintain your firm in accordance with S/M/WBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of SYSTEMS INTEGRATION & MAINTENANCE INC with vendor code SYST0031.

Sincerely,

Deirdre Kyle
SBD Specialist III

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That

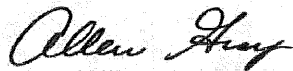
SYSTEMS INTEGRATION & MAINTENANCE INC, d/b/a

Vendor # SYST0031

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
April 22, 2022 to April 21, 2025*

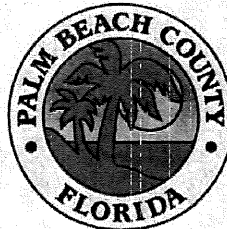
The following services and/or products are covered under this certification:

**Airport Facility Maintenance and Repair; Airport Ground Handling Services; Electrical; Electrical
Equipment (Except Cable and Wires, and Lighting F; Inspection Services, Electrical Instrumentation
and Control; Janitorial Management Services; Janitorial/Custodial Services;**



Allen Gray, Manager

11/07/2022



Palm Beach County Board of County Commissioners

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

County Administrator
Verdenia C. Baker



SECTION 8: BUSINESS INFORMATION

Enclosed is APPENDIX B – BUSINESS INFORMATION RFP NO. 23-015/MD (The Appendix consist of 1 page).

**APPENDIX B
BUSINESS INFORMATION
RFP NO. 23-015/MD**

Full Legal Name of Entity: John Bean Technologies Corporation
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____
1805 West 2550 South, Ogden, Utah 84401

Telephone Number: (801) 940-1850 Fax Number: (801) 650-3100

Form of Entity:

- ☒ Corporation
☐ Limited Liability Company
☐ Partnership, General
☐ Partnership, Limited
☐ Joint Venture
☐ Sole Proprietorship

Federal I.D. Number: 91-1650317

(1) If Proposer is a subsidiary, state name of parent company.
None

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If **yes** to the above, as of what date? MAY 12, 1994 (Certificate of Incorporation)

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: Frank Moore

NAME (PRINT): Frank Moore

TITLE: President/General Manager, Airport Services

COMPANY: John Bean Technologies Corporation



SECTION 9: AMENDMENTS TO THE RFP

JBT acknowledges the following Amendments to the RFP NO. 23-015/MD for Operations & Maintenance of Baggage Handling Systems at Palm Beach International Airport.

- Amendment No. 1 – Dated: November 7, 2022

AMENDMENT No. 1

DATED: November 7, 2022

Palm Beach County Purchasing Department
50 South Military Trail, Suite 110, West Palm Beach, FL 33415

RFP No. 23-015/MD

**Title: Operation & Maintenance of Baggage Handling Systems at
Palm Beach International Airport**

Request for Proposal Due Date: November 15, 2022

This Amendment is issued to provide additional information and clarification to the RFP document:

A. Proposers are advised of the following changes to the RFP:

1. The sign-in sheet from the Pre-Proposal Conference held on October 27, 2022, is provided in this Amendment as Attachment No. 1.

B. Questions received from Symbrant Aviation Services and the County's responses:

Q.1. Is a State of Florida General Contractors License acceptable?

- A.1. **Yes, the license can be from the state, but, the contractor needs to be registered with the County and provide evidence of same at the time of bid submission.**

C. Questions received from PBP Services and the County's responses:

Q.1. To assist with overnight shipping ability and contingencies for non receipt, can the deadline submission date be altered to sometime between Wednesday 11/16/22 to Friday 11/18/22?

- A.1. **No. The deadline of submission shall remain 4:00 p.m., local time, November 15, 2022.**

Q.2. What is the cost of employee airport parking?

- A.2. **The cost of employee parking is \$108.00 per employee per year.**

Q.3. Section 3.1.3 states "Each proposer shall provide written evidence of current license/certificate". Please consider amending to state "the successful proposer shall provide written evidence of current license/certificate upon notification of intent to award"?

A.3. No. Proposers must demonstrate current licensure/certifications.

Q.4. The RFP states that information should be relevant and brief. Please provide maximum page count for submittal?

A.4. The maximum number of pages is however many pages it takes for the vendor to write relevant and brief information.

D. Questions received from ERMCA Aviation Services and the County's responses:

Q.1. Performance Bond or Clean Irrevocable Letter of Credit (Letter of Credit) for in the amount for one hundred percent (100%) of the Contract amount.

- a. Is the contracted amount the twenty-four (24) month period or do we need to include the (3) three (12) twelve-month renewal option(s)?

A.1. a. The contracted amount is the twenty-four (24) month period.

Q.2. Bond(s)

- a. Is there a required performance bond form to use?
- b. Will PBI accept an annually renewable performance bond?

A.2. a. No. There is no performance bond form.

- b. **Yes. Annually renewable performance bonds are acceptable.**

Q.3. Please clarify the required hours on site for the Control Room Operators.

A.3. The hours for the control room operators are twenty four (24) / seven (7) just as the other positions.

E. Questions received from JBT and the County's responses:

Q.1. In the Sample Standard Contract, would Palm Beach County consider adding the following language to Article 16 – INDEMNIFICATION:

“The Contractor’s indemnity obligations will be limited to the extent that any loss or damages was caused by the Contractor its employees, agents, subcontractors, or affiliates. Contractor will not be liable in contract, tort, or otherwise, directly or under indemnity, for any incidental, special, indirect, or consequential damages, including but not limited to, lost profits, loss of use or production, or damage to property or facilities, regardless of cause. Without limiting Contractor’s obligations as to repair or replacement of defective parts or services, and to indemnify County with respect to patent infringement claims, in no event shall Contractor’s total aggregate liability under this contract exceed the lesser of the contract value or \$1,000,000.”

- A.1. All exceptions should be submitted in writing by the proposer along with their proposal. The County is under NO obligation to accept any proposed exceptions or alternatives.**
- Q.2. In the Sample Standard Contract, would Palm Beach County consider more reasonable time period, such as thirty (30) days vs. forty-eight (48) hours with respect to Article 15 F – Certificates of Insurance.
- A.2. All exceptions should be submitted in writing by the proposer along with their proposal. The County is under NO obligation to accept any proposed exceptions or alternatives.**
- Q.3. What is the S/M/WBE goal for the RFP solicitation? Is the required goal based on the total 60-month proposed annual maintenance fees?
- A.3. Please see Section 2.10 SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) / EBO REQUIREMENTS, as well as EXHIBIT C – AFFIRMATIVE PROCUREMENT INITIATIVES (“API”).**
- Q.4. What is the cost for employee parking at the airport?
- A.4. Please see Section C. A.2. above.**
- Q.5. Will the Airport provide any vehicles, equipment, or/and tools?
- A.5. No. The proposer provides all vehicles, equipment, tools, etc.**
- Q.6. Please confirm that a bid bond is not required and that the successful contract must provide a performance bond or letter of credit in the amount of 100% of the contract amount.
- A.6. The successful proposer shall furnish, to the County, a Performance Bond or Clean Irrevocable Letter of Credit (Letter of Credit) for the amount of 100% of the Contract amount, prior to the commencement of work, and shall keep the same in force and effect during the entire term of this Contract.**
- Q.7. Does the Service Provider have the cost responsible for maintaining an annual service contract with Brock Solutions for maintenance support?
- A.7. As discussed at the site inspection, the proposer will pay Brock Solutions for maintenance support, then invoice the County.**
- Q.8. Please confirm that if required the Brock support & service contract will a pass-through cost with markup?
- A.8. Please see Section E. A.7. above.**

Q.9. Do we need to provide the Brock annual support & service contract in Total Annual Maintenance Fee? If so, can you provide the year-over-year costs for the Brock maintenance contract?

A.9. The Brock Solution support agreement costs are not included in the total annual maintenance fee. It is a pass through.

Q.10. Please provide a specific list of duties and responsibilities that the Service Provider will be accountable for in support of the Brock BHS Upper Level Control System Upgrade?

A.10. Tasks labeled "IC" in the Brock Solutions quote are to be handled by the proposer. The proposer is the Contractor and Brock will be the subcontractor. All responsibilities associated with managing a subcontractor are the responsibility of the Contractor.

Q.11. In section 3.3.7 under KEY PERSONNEL AND OPERATIONS INFORMATION, the table shows rates by position, please confirm that these rates are the current actual base wages being paid for these positions. Or are the rates shown are fully burdened bill rates including wages, taxes, insurance, benefits, overhead, and profit.

A.11. No. As stated at the site inspection, the rates in the table are the billable rates.

Q.12. Please confirm that the total number of the maintenance staff is seventeen (17) FTEs.

A.12. The current total fluctuates because of the current SBE having trouble staffing the positions. A full complement of staff is seventeen (17). However, proposers are expected to demonstrate in their proposals *their* staffing plans/solutions. It may be the same or vary.

Q.13. What is the current total number of encode operators and/or bag jam runners?

A.13. Currently there are three (3) jammers. Seven (7) people are used to fill the hours for manual encoder (ME) coverage. If full-time ME's could be provided by the SBE, there would be three (3). The jammer and ME positions are not listed in this RFP.

Q.14. Please define the work duties and responsibilities for the Non-skilled Labor position?

A.14. Please see Section 4.5 KEY STAFF REQUIREMENTS.

All changes addressed in this Amendment No. 1 shall be incorporated into RFP No. 23-015/MD and the final contract. All other terms and conditions of the RFP remain the same and unchanged.

NOTE: Please acknowledge receipt of this Amendment No. 1 by signing below and returning this page with your Proposal Response. Each Amendment to the RFP shall be signed by an authorized agent and submitted with the proposal or the proposal shall be deemed non-responsive.



Melody Thelwell, Director of Purchasing

ACKNOWLEDGMENT:

John Bean Technologies Corporation

COMPANY NAME



SIGNATURE

November 7, 2022

DATE

*****REGISTRATION*****
PRE-PROPOSAL CONFERENCE

RFP No. 23-015/MD
TITLE: Operation & Maintenance of Baggage Handling
Systems at Palm Beach International Airport

*****DO NOT REMOVE THIS REGISTER*****
IF AVAILABLE PLEASE LEAVE A BUSINESS CARD

IF YOU ARE REPRESENTING A COMPANY OR COMPANIES
PLEASE PROVIDE THE NAME OR NAMES OF THE
COMPANY/COMPANIES ON THE REGISTER

*****PLEASE PRINT*****

-
- 1.) Company: JSM Airport Services Contact Person: Randy Allen
Address: 470 Co. Rd 448 Phone#: ()
(Please, no P.O. box numbers)
2nd Fl Cell#: (53) 520 7613
TAVARES FL 32778 e-mail: randy.allen@JSMAIRPORTS.COM
-
- 2.) Company: JSM Contact Person: Marc Crisenberry
Address: Phone#: ()
(Please, no P.O. box numbers)
 Cell#: (739) 368-1197
 e-mail: Marc.Crisenberry@JSMAIRPORTS.COM
-
- 3.) Company: PBP Services Contact Person: Matt Fasano
Address: 25759 N. Hillview Ct. Phone#: (847) 550-9366
(Please, no P.O. box numbers)
Mundelein, IL 60060 Cell#: ()
 e-mail: MTF@pbpservices.com
-

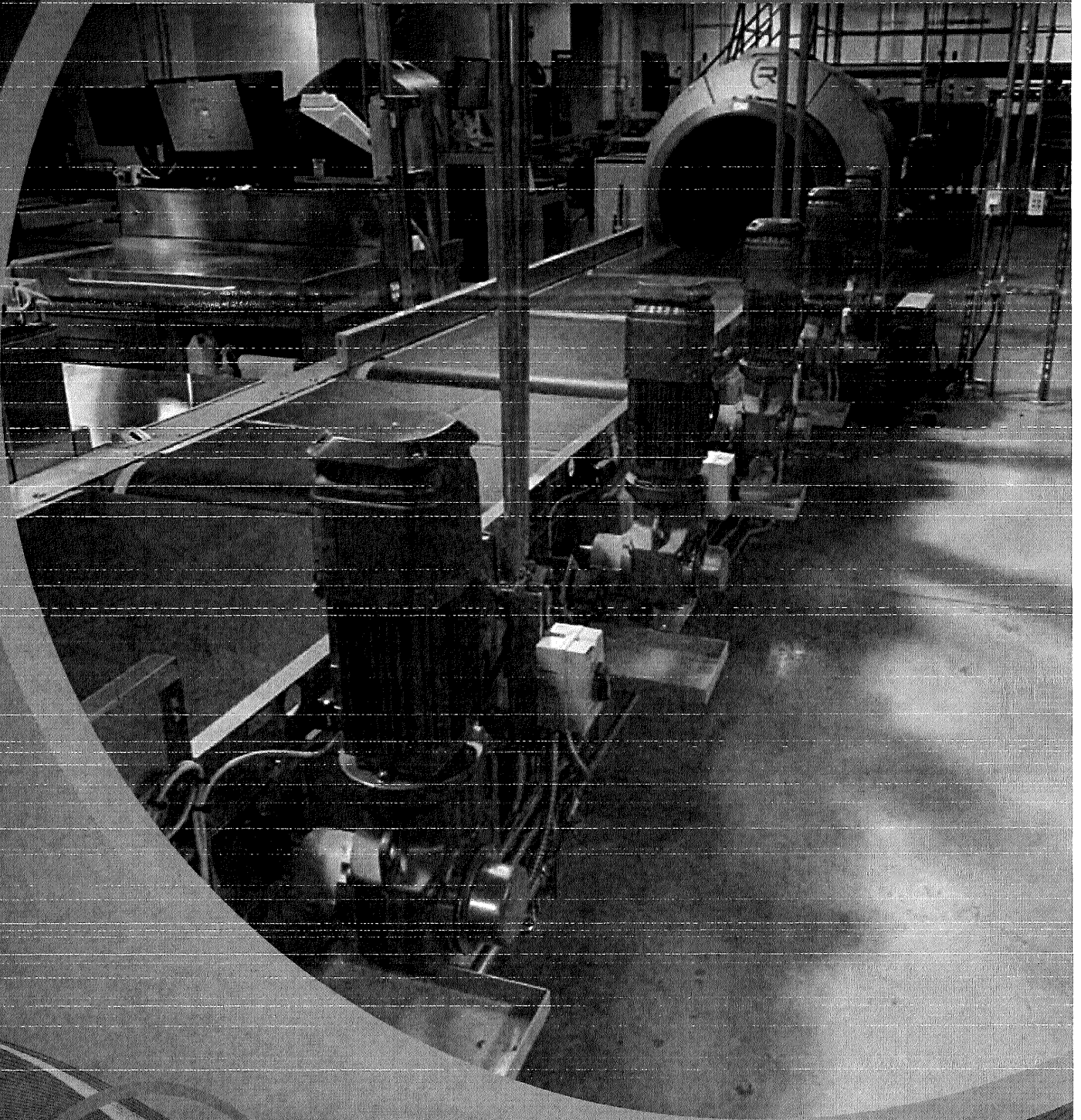


SECTION 10: ADDITIONAL INFORMATION

Enclosed is copy of our BHS Brochure highlighting our Turnkey Solutions offering by our JBT BHS Technologies Team (The Brochure consists of 4 Pages).

Baggage Handling Systems

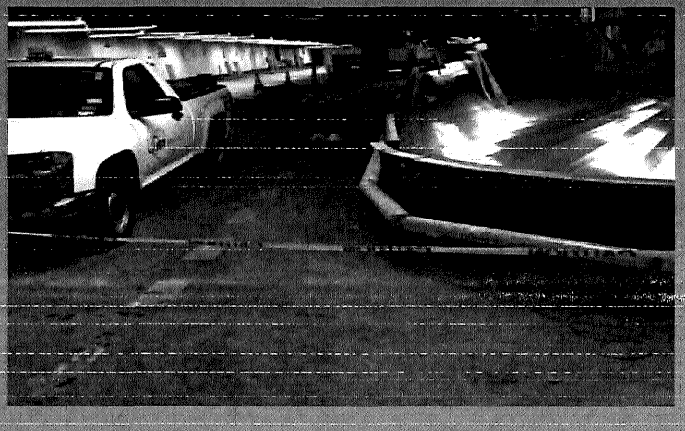
Turnkey Solutions



JBT[®] Airport Services

JBT BHS Team provides full contractual, technical and commercial responsibility for your Baggage System work with:

- **Project Management:** The JBT BHS Team is your single point of contact for all project related items. We do it all with superior, experience-based project integration, scope control, risk management, subcontractor management, commercial management and more. We bring know-how to every phase of your BHS project.
- **Supplier Selection:** JBT selects and manages industry-leading OEMs and installation subcontractors. We select and manage the team to complete your BHS work on time and within budget.
- **Integration Management:** JBT manages the BHS work from design, engineering, manufacturing, installation, testing, commissioning, on through to training and turn over.

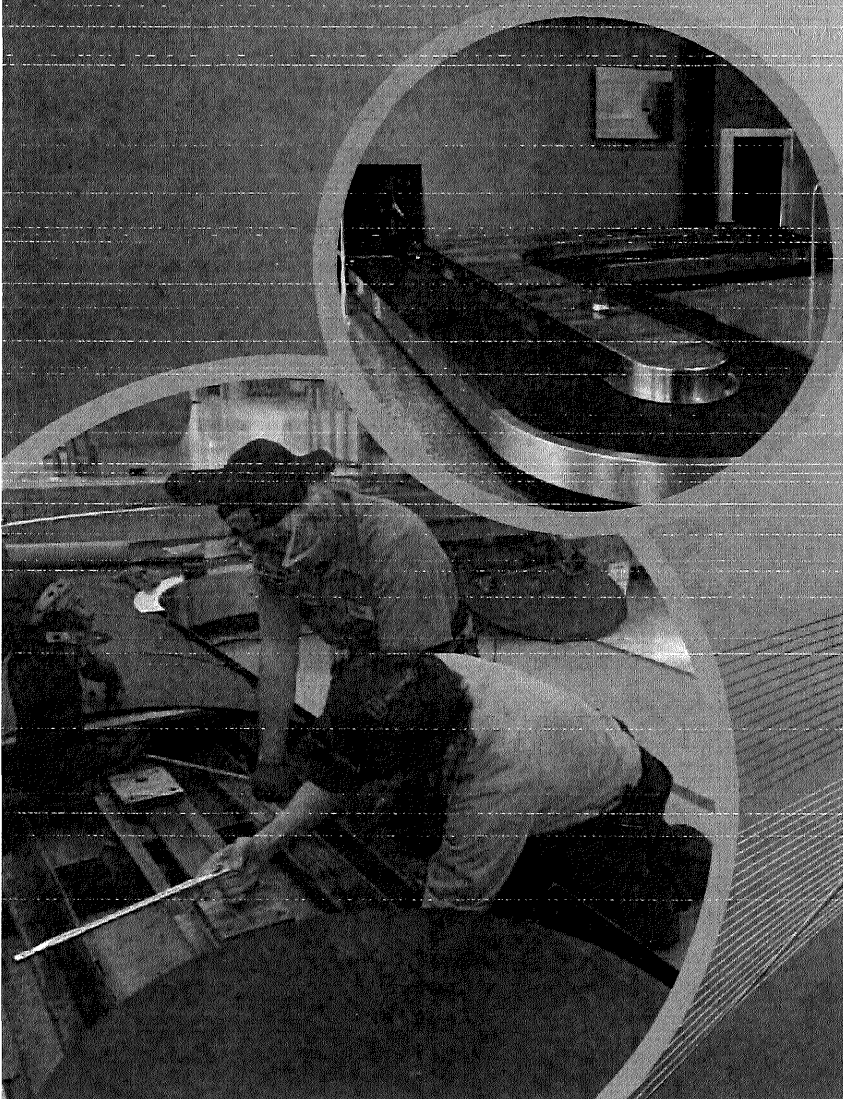



Refurbishments and Enhancements

Extend your BHS life and improve up-time with JBT total refurbishment and enhancement services — enhancements that can save you up to 50% compared to replacement costs.

- ┘ Rebuild / Refurbish existing carousels
- ┘ Replace out of date mechanical equipment and control devices
- ┘ Refitting with PLC controls

With JBT Turnkey Solutions, improve efficiencies, load balancing, system throughput, reliability, energy savings, the passenger experience and more.



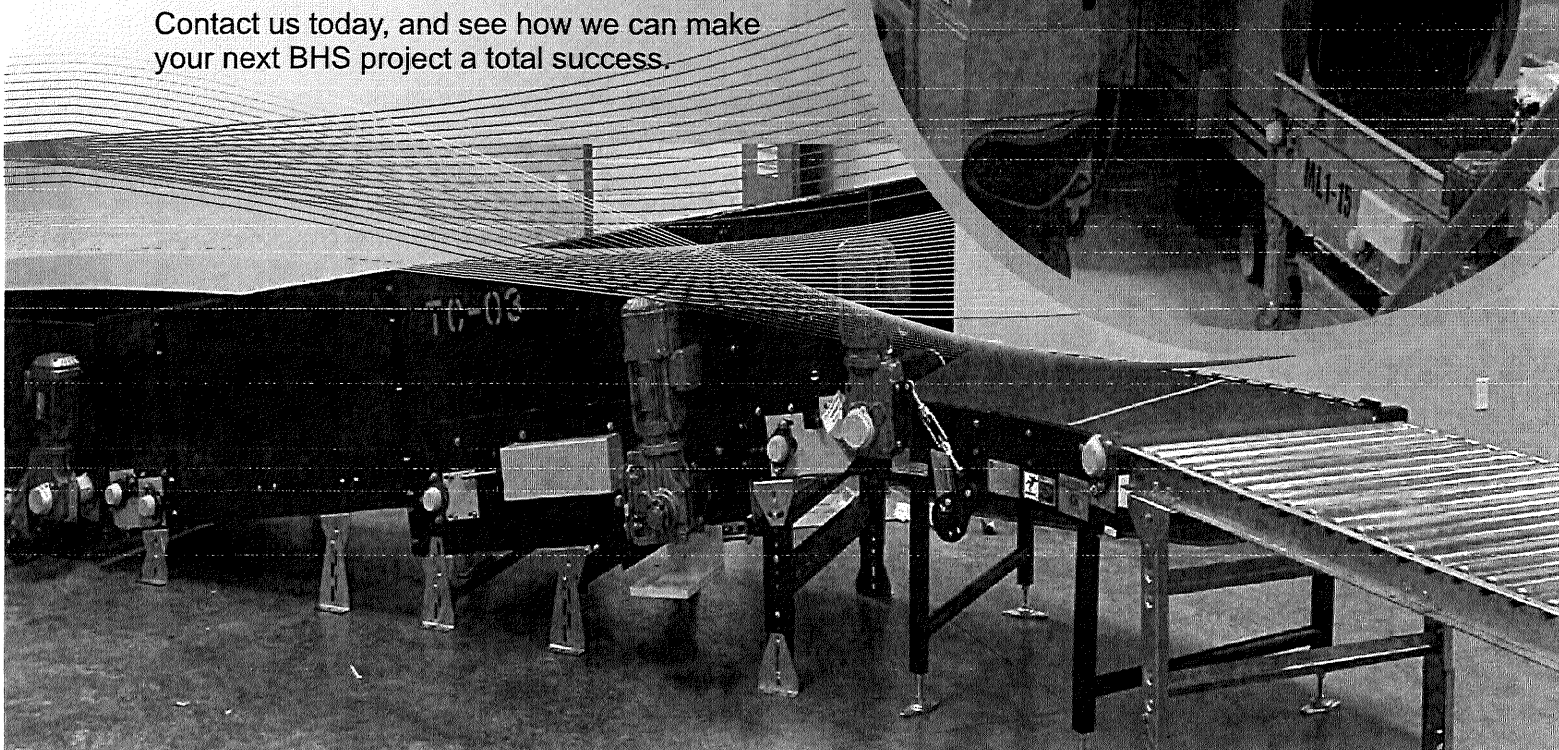
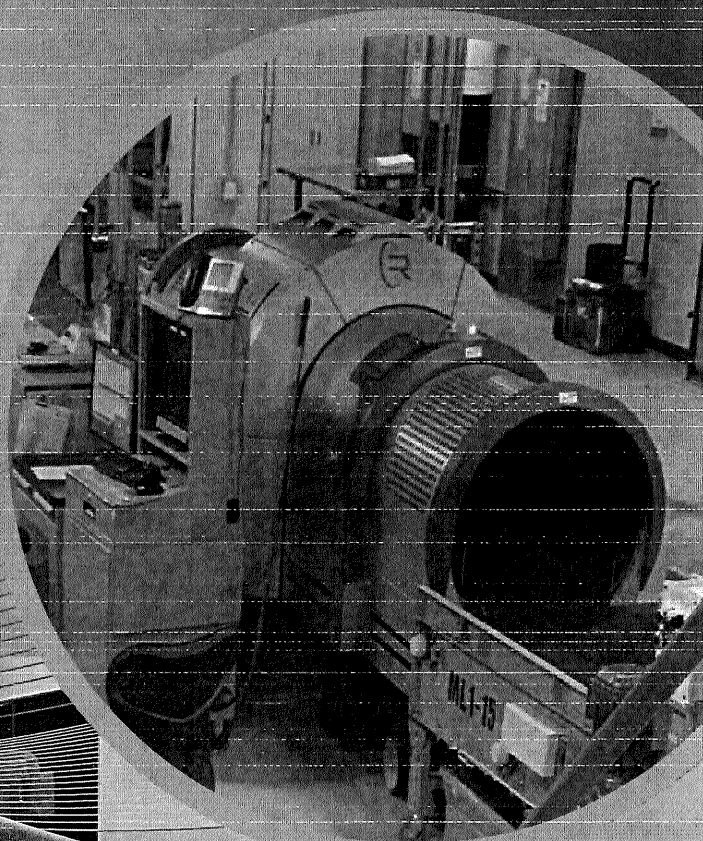
- 
- Complete BHS functional and electrical assessments
 - Recommendations for improving BHS performance
 - PLC / Low-level control enhancements
 - Expanded scope for ongoing projects — JBT covers the gap on the unforeseen, whatever the need.



No Matter the Size

Big or small, upgrade or refurbishment, general contracting, project management, expansions, programming and more — whatever your baggage system needs, JBT can help.

Contact us today, and see how we can make your next BHS project a total success.



JBT Airport Services

JBT Airport Services for Gate and Terminal Maintenance

Let the JBT Airport Services experts help you with:

Turnkey BHS Projects: From design, project management, installation, to commissioning and turnover, JBT is ready to manage your BHS project.

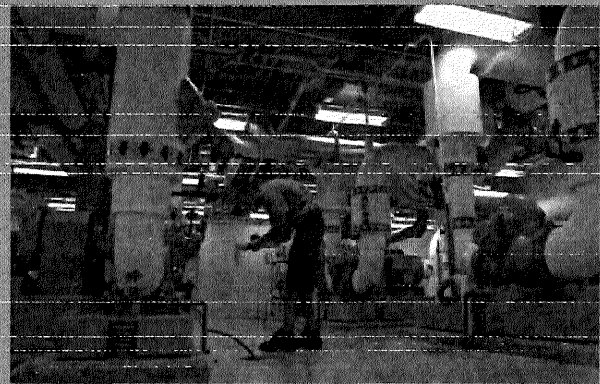
BHS: Baggage Handling System — JBT operates, maintains, designs, upgrades, refurbishes and manages BHS systems and projects.

EAM: Enterprise Asset Management — The Airport Services specialists from JBT have years of experience helping manage vital airport assets. We can help with repair / replace decisions, spare parts management, full-service on-site maintenance, 24/7 monitoring, preventive maintenance programs, and equipment operations.

CMMS: Computer Monitoring Management Systems — JBT iOPS® provides real-time, actionable information on your gate and terminal equipment to your office and mobile devices.

MEPS: Mechanical, Electrical, Plumbing, and Structural — JBT monitors, maintains, and operates most of the systems inside terminal facilities as well as managing construction projects.

HVAC: Heating, Ventilation, and Air Conditioning — JBT maintains and operates central air systems, chillers, air handlers, ducting, and point-of-use preconditioned air units.



Website: jbtc.com/aerotech



For baggage information:
Email: jbtaerotech.bhs@jbtc.com
For general information:
Email: jbtaerotech.gse@jbtc.com



EXHIBIT C
AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR
GOODS AND OTHER SERVICES
Contract No. 23-015/MD

The API(s) approved for this project is listed below.

SBE Evaluation Preference for SBE Participation - Other Services Contracts
\$500,000 or greater (Ordinance 2-80.27 (5)(c) Option 2)

Up to 15 (0 to 15%) total evaluation points shall be awarded based on the level of SBE dollar participation committed to on the prime respondent/bidder’s team.

Evaluation Preference points shall be awarded on a sliding scale from zero up to fifteen (15) percent of the total available evaluation points for scoring of proposals to those firms bidding on Other Services contracts valued at \$500,000 or greater. The sliding scale shall be based upon the relative level of SBE dollar participation that has been committed to on the prime respondent's or bidder's team (e.g., zero SBE participation on a prime respondent's or bidder's team shall yield zero evaluation points, whereas the maximum SBE participation among all prime respondents or bidders, at the prime contract and subcontract levels combined, shall yield award of fifteen (15) Evaluation Preference points out of 100; and a prime respondent's or bidder's team that achieves only half as many dollars in SBE participation as the firm with the greatest SBE dollar participation at the prime contract and subcontract levels combined shall be awarded seven and one-half (7.5) evaluation points out of 100.