

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: February 1, 2011 ☒ Consent ☐ Regular
 ☐ Ordinance ☐ Public Hearing

Department

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to accept: Purchase Order A33EB0 from Florida Fish and Wildlife Conservation Commission (FWCC) for Gopher Tortoise Habitat Management at two (2) Palm Beach County Natural Areas, Yamato Scrub and Juno Dunes, expiring May 27, 2011 in an amount not to exceed \$15,000 for each site.

Summary: Funds were requested to assist with activities at Yamato Scrub Natural Area in Boca Raton and Juno Dunes Natural Area in Juno Beach. The cost reimbursement resulting from the approval of this purchase order will provide funding up to \$15,000 per natural area (total potential reimbursement of \$30,000) for land management activities to improve gopher tortoise habitat. There is no match required for this reimbursement funding. Districts 1 & 4 (SF)

Background and Justification: Both Yamato Scrub and Juno Dunes provide habitat for many rare and threatened species including gopher tortoises. The FWCC's Gopher Tortoise Management Plan places great importance on the ability of protected lands to support gopher tortoise populations at levels that will ensure the long term security of the species. Staff submitted applications and other information including gopher tortoise surveys and received approval from FWCC for funding assistance for activities at both Yamato Scrub and Juno Dunes Natural Areas. Approval of this purchase order will assure reimbursement to the County up to \$30,000 for activities that will enhance the gopher tortoise habitat at these two natural areas.

Attachments:


1. Purchase Order A33EB0

Recommended by:

Richard E. Walenky
Department Director

1/5/11
Date

Approved by:


County Administrator

1/12/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$30,000</u>	_____	_____	_____	_____
External Revenues	<u>(\$30,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$0</u>	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 1226 Agency 380 Org. 3162 Object RSRC-4399

B. Recommended Sources of Funds/Summary of Fiscal Impact Florida Fish and Wildlife Conservation Commission

C. Department Fiscal Review:

[Signature]

III. REVIEW COMMENTS

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

[Signature] 1/1/2011 *[Signature]* 4/12/11
OFMB Contract Development and Control

B. Legal Sufficiency:

[Signature] 1-12-11
Assistant County Attorney

C. Other Department Review:

Department Director

Attachment 1



Order No. A33EB0

Issued on Tue, 23 Nov, 2010
Created on Tue, 23 Nov, 2010 by Ariba System

Supplier:
Palm Beach County/ERM
2300 N. Jog Rd., 4th Floor
West Palm Beach, FL 33411-2743
Phone: 561-233-2528
Fax: none
Contact: Liz Purvis

Ship To:
Fish & Wildlife Cons. Comm.
Habitat & Species Conservation
620 S. Meridian Street
Tallahassee, FL 32399-1600
United States

Deliver To:
Magda Soliman

Bill To:
Fish & Wildlife Cons. Comm.
Habitat & Species Conservation
620 S. Meridian Street
Bryant Bldg.
Tallahassee, FL 32399-1600
United States

Entity Description: Fish and Wildlife Conservation Commission
Organization Code: 77355090200
Object Code: 770000-139940
Expansion Option: 62
Exemption Status: Yes
Exemption Reason?: 1E

VersionNumber: 1
Distributors?: N
Requester: Magda Soliman
Ship To Code: A0fbelvn.q
State Contract ID:
PR No.: PR5212512
Requester Phone:
Master Agreement ID:
MyGreenFlorida Content: N
Method of Procurement: L - governmental agency per 287.057(3)(f)13, defined in 163.3164(10).
Shipping Method: Best Way
FOB Code: INC-Dest
FOB Code Description: Destination freight paid by vendor and included in price. Title passes upon receipt. Vendor files any claims.
Encumber Funds: Yes
PO Start Date: Wed, 1 Dec, 2010
PO End Date: Fri, 27 May, 2011
Fiscal Year Indicator: 2011
PU#: 7701
Site Code: 770000-00
Additional Item Info:
Terms and Conditions: http://dms.myflorida.com/mfmp_PO_TC
P Card Order?: No

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
1	Manage Habitat through fire line management, ...		each	15,000	None	\$1.00000USD	\$15,000.00000USD
	Manage Habitat through fire line management, roller chopping, and prescribed burning on County owned conservation land. Project Title: "Yamato" Location: Clint Moore Road, Palm Beach, West Palm Beach South Region. Estimated project start date: December 1, 2010 Estimated project completion date: May 27, 2011 93 Acres at \$161.29 per acre total amount not to exceed \$15,000						

Item	Description	Part Number	Unit	Qty	Need By	Unit Price	Extended Amount
2	Manage habitat through fire line installation...		each	15,000	None	\$1.00000USD	\$15,000.00000USD
Manage habitat through fire line installation, roller chopping and prescribed burning on County owned Conservation land. Project Title: "Juno Dunes" Project Location: Intersection of US1 and Donald Ross Road. Palm Beach, West Palm Beach FL South Region 105 Acres Total amount \$15,000 Service date: Start December 1, 2010 End Date: May 27, 2011							
						Total	\$30,000.00000USD

Comments

- SUBMITTED by Magda Soliman on Thursday, November 18, 2010 at 1:29 PM with comment (3 documents attached)
FWC Terms and Conditions, Florida Emergency Supplier, Electronic Funds, and Automated Clearing House documents are attached. (Magda Soliman, Thu, 18 Nov, 2010)
- SUBMITTED by Magda Soliman on Thursday, November 18, 2010 at 1:53 PM with comment
Line item 1 not to exceed \$15,000.00/ 93 Acres at \$161.29 per acer
(Magda Soliman, Thu, 18 Nov, 2010)
- EDITS SAVED by Allegra McMillian on Thursday, November 18, 2010 at 3:22 PM with comment
Magda,
1. please add exact location of project in the detail description.

2. please add a brief justification for DO to the comments section.

3. please add dates of service to detail description line as well. (estimated start & end dates for project) (Allegra McMillian, Thu, 18 Nov, 2010)
- SUBMITTED by Magda Soliman on Tuesday, November 23, 2010 at 8:21 AM with comment
Project Title: "June Dunes"
Justification: The County will be managing 105 acres of habitat for gopher tortoises on publically owned county property to help achieve the goals outlined in the FWC Gopher Tortoise Management Plan(2007)
Service date: Start December 1, 2010
End Date: May 27, 2010
(Magda Soliman, Tue, 23 Nov, 2010)

**PURCHASE ORDER
CONDITIONS AND INSTRUCTIONS
Revised Effective July 1, 2010**

1. This purchase order was issued via MyFloridaMarketPlace and is thereby subject to a Transaction Fee of 1%, unless exempted by rule. Each line item, or portion thereof, is subject to the 1 % Transaction Fee unless a specific exemption code accompanies the line item or portion thereof. For reference, a table and description all exemption codes follows these terms and conditions.
2. Pursuant to section 287.058(1), F.S., the provisions of section 287.058(1)(a)-(i), F.S. are hereby incorporated by reference, to the extent applicable. Pursuant to section 287.0582, F.S., if this purchase order binds the State or an executive agency for the purchase of services or tangible personal property for a period in excess of one (1) fiscal year, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with section 112.061, F.S.
3. This purchase order may be unilaterally cancelled by the customer for vendor's refusal to allow public access to all documents, papers, letters or other material, whether made or received in conjunction with this agreement which are subject to the public records act, Chapter 119, F.S.
4. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. Any increase in cost may be charged against the vendor.
5. Items received in excess of quantities specified may, at purchaser's option, be returned at the vendor's expense. Substitutions are not permitted. Section 215.422, F.S., provides that agencies have 5 working days to inspect and approve goods and services, unless bid specifications or the purchase order specifies otherwise.
6. In accordance with Section 287.133(2)(a) and 287.134(2)(a), F.S., an entity or affiliate who has been on the convicted vendor list or the discriminatory vendor list, respectively, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not award or perform work as a contractor, supplier, sub-contractor, or consultant under contract with any public entity; and may not transact business with any public entity.
7. The vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the vendor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination or cancellation of this purchase order.
8. Pursuant to section 216.347, F.S., the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. In addition, the Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than

nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Inspector General or any other authorized State official, the vendor shall provide any type of information the Inspector General deems relevant to the vendor's integrity or responsibility. Such information may include, but shall not be limited to, the vendor's business or financial records, documents, or files of any type or form that refer to or relate to the purchase order. The vendor shall retain such records for the longer of (1) three years after the expiration of the purchase order or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The vendor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the vendor's compliance with the terms of this or any other agreement between the vendor and the State which results in the suspension or debarment of the vendor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The vendor shall not be responsible for any costs of investigations that do not result in the vendor's suspension or debarment.

9. The purchaser assumes no liability for merchandise shipped to other than the specified destination.
10. The terms of this purchase order may not be modified. Any attempt to modify a purchase order for goods or services shall not be accepted as the basis for additional compensation.
11. Interest penalties for late payment are available subject to the provisions of section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.
12. The following provisions shall apply to all purchase orders **UNLESS OTHERWISE INDICATED IN A SEPARATE APPLICABLE DOCUMENT** agreed to by the purchaser and the vendor:
 - A. All purchases are F.O.B. Destination, transportation charges prepaid.
 - B. Each shipment must be shipped to the address indicated on the face of this purchase order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the purchase order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items against this purchase order on behalf of the vendor.
 - C. No extra charges shall be applied for boxing, crating, packing, or insurance.
 - D. The following delivery schedule shall apply: 8:00 AM – 4:00 PM, Monday through Friday, excluding legal holidays.
 - E. If delivery to the specified destination cannot be made on or before the specified date, notify the purchaser immediately using the contact information provided in the MyFloridaMarketPlace system.
13. By accepting this electronic purchase order, the vendor agrees to be bound by these conditions and instructions.

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14. Unless specifically addressed in the Purchase Order or attachment thereto, intellectual property rights to preexisting property will remain with the vendor. Unless specifically addressed in the Purchase Order or attachment thereto, intellectual property rights to all property created or otherwise developed by vendor for the purchasing agency will be owned by the State of Florida through the agency at the end of the purchase order. Proceeds to any state agency derived from its sale, licensing, marketing or other authorization related to any such agency-controlled intellectual property right shall be handled in the manner specified by applicable state statute.

**Purchase Order
Buyer Codes**

The following Buyer Codes are not part of the terms and conditions of this agreement unless the agency representative selects a specific buyer code(s). Once selected, this buyer code(s) will become part of the purchase order requirements. The selected Buyer Code(s) together with the Purchase Order Terms and Conditions supersede any vendor terms and conditions.

AI	All items must be completely assembled and/or installed by the vendor before acceptance by the state.
AP	<p>This purchase order is payable annually in advance, upon receipt of an approved invoice. If this purchase order is cancelled, pursuant to the terms of the contract, or in accordance with Florida statutes or administrative rules, the contractor shall reimburse to the state all sums received for commodities and or services not rendered after the effective date of cancellation and/or as otherwise provided by the terms of the contract, administrative rule, or law.</p> <p>This order is subject to section 559.909, Florida statutes (copy attached). Do not exceed your written estimate by more than \$10.00 or 10%, whichever is greater, but not to exceed \$50.00 without prior written approval from the purchase order contract manager.</p>
AV	Signature by agency personnel for deliveries does not confirm either a complete or accurate shipment. Incomplete &/or incorrect shipments not complying with the requirements of this purchase order must be re-delivered at the vendor's expense.
BR	This is a blanket purchase order, do not ship except upon receipt of a "release against blanket purchase order" form. Deliver within 30 days of receipt of release.
CB	Jury trial waiver/third party benefits: as consideration of this contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this contract, and no third party benefits are created or contemplated by the parties.
CN	This contract may be cancelled by either party with thirty (30) days written notice to the other party. Contract is subject to immediate cancellation if either product or service do not meet the agency's performance standards.
CR	Camera ready copy, artwork, separations, negatives, etc. Are the property of the state. Payment for this order will not be made until all such materials have been returned in useable condition.

CY	<p>Copyrights and right to data</p> <p>Where activities supported by the contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the state of Florida, department of state for the exclusive use and benefit of the state. Pursuant to section 286.021, Florida statutes, no person, firm or corporation, including parties to this contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the department of state.</p> <p>The department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the contractor under this contract. All computer programs and other documentation produced as part of the contract shall become the exclusive property of the state of Florida, department of state and may not be copied or removed by any employee of the contractor without express written permission of the department.</p>
DM	<p>This agreement is entered into pursuant to 409.25656 & 409.25657 Florida statutes (1997) for the purpose of developing & operating a data match system. The financial institution shall participate in the automated exchange of data whereby the financial institution will provide, on a quarterly basis, identifying information for each child support obligor who maintains an account at the financial institution & who owes past due child support. All information shall be kept confidential & shall be used solely for the purpose specified in the above referenced statute.</p>
EC	<p>It is the vendor's responsibility to pick up empty cylinders within 24 hours after notification by the user. When rental shown expires, vendor must pick up all cylinders delivered under this order. No rent will be paid for time not covered by this order.</p>
EF	<p>Services and/or repairs and/or commodities not to exceed purchase order amount without prior approval by the purchasing agent and/or a formal change order</p>
FB	<p>Note: this order is issued in compliance with section 3a-40.103, Florida administrative code, which in part prohibits the expenditure of state funds for refreshments unless expressly provided by law.</p>
FF	<p>This purchase involves federal funds. In the event of discontinuance of such funding, the state hereby reserves the right to terminate this contract without advance notice, subject to the effective date of the discontinuance of funding.</p>
F	<p>Freight charges must have copy of itemized freight bill along with invoice if over \$25.00 with the exception of Federal Express, UPS, USPS, Airborne.</p>
HG	<p>This order covers moving expenses of household goods only. The following are not allowable as a state expense:</p> <ul style="list-style-type: none"> • Net weight in excess of 15,000 pounds • Storage and/or unpacking of household goods • Insurance beyond the normal liability of the common carrier • Cleaning of any residence <p>Above services, if requested, are to be paid by the individual owner.</p>

IB	Indemnification clause: the contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the department harmless from all claims, suit, judgements or damages, including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the vendor in the course of the operations of this contract.
IC	The contractor shall not commence any work in connection with this contract until all of the appropriate insurance coverages have been obtained to adequately protect the purchaser from any and all liability and property damage hazards which may result in the performance of this contract. Furthermore, all insurance shall be with insurers qualified and duly licensed to transact business in the state of Florida. The purchaser reserves the right to require the contractor to furnish the purchaser an insurance certificate which will provide evidence that all of the appropriate coverages are in full force and effect.
IP	Vendor shall submit itemized invoice indicating part number, description, labor, and must show the agency's property number of equipment repaired.
LS	All materials/furnishings shall meet the minimum fire safety requirements of the "life safety code" and have been tested in accordance with standard methods of the national fire protection manual.
MA	Purchased in accordance with f.s. 110. 1245, for the meritorious service awards program.
MD	Chapter 502: all cottage cheese, cream and milk to be cooled at the plant and in transit. To arrive at destination with a temperature not higher than 45 degrees f. In full compliance with chapter 502 - state of Florida milk and milk products law.
NP	Non-performance: time is of the essence on this order. The state may cancel all or any portion of this order if delivery or performance is not completed within the specified time.
RE	<p>It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this purchase order/contract shall be purchased from a non-profit agency for the blind or for the severely handicapped that is qualified pursuant to chapter 413, Florida statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida statutes; and for the purposes of this purchase order/contract the person, firm or other business entity carrying out the provisions of this purchase order/contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned. The "nonprofit agency" identified is respect of Florida which may be contacted at:</p> <p style="text-align: center;"> Respect of Florida 2475 Apalachee Pkwy Ste 205 Tallahassee FL 32301-4946 (850) 487-1471 Website: www.respectofflorida.org </p>
SB	Whenever necessitated by legitimate concern for reasonable security precautions as determined by the agency & without regard to the identity of any individual, the agency will require the contracting party(ies) and/or employees of the contracting party(ies) to submit to, & successfully pass, an appropriate security background investigation prior to being allowed access to any of the agency's facilities to perform those services as set forth in this contract and/or purchase order.
TM	Chapter 442, Florida statutes, requires a material safety data sheet to accompany each container of toxic material. Delivery will not be accepted without the required material safety data sheet.

TO Trial order: the goods ordered are for test or trial purposes. The state may either keep and pay for them or return them with no obligation or charge to the state. The state shall be the sole judge of the results of this trial.

VA Delivery of a vehicle does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that vehicle meets contract specifications and the requirements listed below (documents 1-11). Should the delivered vehicle(s) differ in any respect from specifications, payment will be withheld until such time as the contractor completes necessary corrective action. Units shall be delivered with each of the following documents completed/included: for the purpose of payment. Final acceptance and

1. Copy of the "certification of compliance with vehicle specifications and purchase order" form (see enclosed form).
 2. Copy of the "manufacturer's invoice", or "window sticker" (prices may be deleted).
 3. Copy of the "pre-delivery service report".
 4. Documentation on the "standard vehicle warranty" and "extended vehicle warranty" (if applicable).
 5. Owner's manual
 6. DHSMV 82040, "application for certificate of title and/or vehicle registration".
 7. A properly completed dr-41 a, "certificate of motor vehicle sales tax exemption".
 8. Temporary tag.
 9. Copy of the "rustproofing certificate/warranty" (if applicable).
 10. Copy of the "purchaser's purchase order".
- Copy of the applicable "vehicle specification".

VV Notice to vehicle vendor: the vehicle(s) requested are intended for law enforcement use. We will be installing motorola maratrac low band police radios, operating on 45.00, 44.66, and 42.92 mhz. The radios are rated at 110 watts. Per the provisions of the state contract, please provide noise suppression. We need to have shielding for the computer and fuel pumps, or a change to the frequencies on these devices as necessary. Please provide a toll free number to resolve any technical problems related to radio communications notice to vehicle vendor: the vehicle(s) requested are intended for law enforcement use. We will be installing motorola maratrac low band police radios, operating on 45.00, 44.66, and 42.92 mhz. The radios are rated at 110 watts. Per the provisions of the state contract, please provide noise suppression. We need to have shielding for the computer and fuel pumps, or a change to the frequencies on these devices as necessary. Please provide a toll free number to resolve any technical problems related to radio communications after delivery of the vehicle(s).

Transaction Fee Exemption Code Table and Description

1A	PROCUREMENT UNDER SECTION 337.11 FLORIDA STATUTES.
1 B	PROCUREMENT UNDER SECTION 287.055 FLORIDA STATUTES.
1 C	PROCUREMENT UNDER CHAPTER 255 FLORIDA STATUTES.
1 D	TRANSACTION WITH A NON-PROFIT ENTITY.
1 E	TRANSACTION WITH ANOTHER GOVERNMENTAL AGENCY.
1 F	TRANSACTION WITH REQUIRED SOLE PROVIDER OR PRICE PAID AND PAYEE ESTABLISHED BY FEDERAL OR PRIVATE GRANT.
1 G	PAYMENT TO UNREGISTERED VENDOR UNDER RULE 60A-1.030(3).
1 H	PAYMENT TO VENDOR IN EXCHANGE FOR PROVIDING HEALTH CARE SERVICES AT OR BELOW MEDICAID RATES.
1I	DISBURSEMENT TO RECIPIENT OR SUB-RECIPIENT; PAYMENT TO SATISFY MAINTENANCE OF EFFORTS REQUIREMENT; OR PAYMENT TO MATCH FEDERAL AWARD.
1X	TRANSACTION PRE-DATES EFFECTIVE DATE OF RULE 60A-1.031.
1 R	VENDOR RELUCTANT TO REGISTER.
2	TRANSACTION IS CRITICAL TO THE AGENCY'S MISSION OR NECESSARY FOR PUBLIC HEALTH SAFETY AND WELFARE, AND IMPOSITION OF FEE WOULD PREVENT THE CONSUMMATION OF THE TRANSACTION.
3	EMERGENCY TRANSACTION PER RULE 60A-1.032(3).