

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 10, 2012 Consent Regular
 Public Hearing

Department: County Attorney

Submitted By:

Submitted For: Fire Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Settlement Agreement in the matter between Palm Beach County, Honeywell, and Sperian Respiratory Protection USA, LLC wherein Honeywell has agreed to pay the County \$1,750,000 and donate equipment to our Fire Department with an approximate market value of \$200,000.

Summary: This case involves the potential breach of a written contract and warranties concerning the County's purchase of 585 Self-Contained Breathing Apparatus ("SCBA") or air packs manufactured by Sperian Respiratory Protection USA, LLC ("Sperian Fire") for use by Palm Beach County Fire Rescue ("PBCFR"). PBCFR received the air packs in October 2009, began using them in March 2010, and stopped using them in January 2012 due to various problems experienced with the air packs. Subsequent to the County's purchase of the Sperian Fire air packs, Honeywell purchased Sperian Fire. The County and Honeywell attended a pre-lawsuit mediation on May 30, 2012, and have negotiated a proposed settlement, settling all claims, including attorney's fees and costs, for a lump sum payment by Honeywell to the County in the amount of \$1,750,000. Honeywell will also donate to PBCFR 100 sets of turn out gear, which has an approximate market value of \$200,000. The remaining Sperian Fire air packs and accessory equipment will be returned to Honeywell at Honeywell's expense.

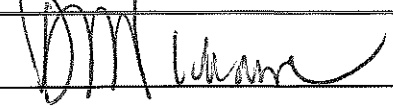
Countywide (AP)

Background and Policy Issues:

In June 2009 the County agreed to purchase 585 Sperian Fire air packs, along with various accessory equipment. PBCFR used the equipment from approximately March 2010 through January 2012. (cont. on page 3.)

Attachments:

- 1. Settlement Agreement

Recommended by:  _____ Date: 6/15/12

Approved by: _____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(1,950,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(1,950,000)</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X

Budget Account No.: Fund ___ Department ___ Unit ___ Object ___

Reporting Category _____

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

The fiscal impact associated with the approval of this Settlement Agreement will be the receipt of revenue by PBCFR in the amount of \$1,750,000 from Honeywell and the current estimated market value of the donated turnout gear in the amount of \$200,000.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature] OFMB [Signature] Contract Development and Control
 6/29/12 6/18/12

B. Legal Sufficiency:

[Signature] Assistant County Attorney
 At the time of our review the Settlement Agreement was not executed.

C. Other Department Review:

 Department Director

Background and Policy Issues: (cont. from page 1).

The equipment cost \$3,873,968. During this period of time PBCFR encountered various problems with the equipment, resulting in the County revoking acceptance of the contract in November 2011 and requesting a refund. Honeywell purchased Sperian Fire in approximately August 2010 and is the successor manufacturer with respect to the equipment. The County and Honeywell attempted to amicably resolve this dispute without engaging in potentially costly and protracted litigation. The County and Honeywell attended a pre-lawsuit mediation on May 30, 2012, and have negotiated a proposed settlement, settling all claims arising out of or relating to the purchase of the Sperian Fire air packs, including attorney's fees and costs, for a lump sum payment by Honeywell to the County in the amount of \$1,750,000. Honeywell will also donate to PBCFR 100 sets of turn out gear, which has an approximate market value of \$200,000. The remaining Sperian Fire air packs and accessory equipment will be returned to Honeywell at Honeywell's expense. A copy of the proposed settlement agreement reached at mediation is attached hereto as Exhibit 1.

SETTLEMENT AGREEMENT AND RELEASE

The parties to this Settlement Agreement and Release (hereinafter referred to as "AGREEMENT") are PALM BEACH COUNTY, a political subdivision of the state of Florida (hereinafter referred to as "FIRST PARTY"), and Honeywell International, Inc., a Delaware corporation, through its Honeywell Safety Products business unit (hereinafter referred to as "SECOND PARTY").

On or about June 2, 2009 FIRST PARTY submitted a purchase order for equipment manufactured by Sperian Respiratory Protection USA, LLC (hereinafter referred to as "Sperian"). FIRST PARTY purchased the equipment for use by Palm Beach County Fire Rescue (hereinafter referred to as "PBCFR"). The equipment included 585 Sperian Warrior air packs, also known as Self-Contained Breathing Apparatus (hereinafter referred to as "SCBA"), along with various accessory equipment, for a total purchase price of \$3,873,968.00. A true and correct copy of the June 2, 2009 purchase order is attached hereto as Exhibit A and will be referred to as the "Contract."

In or about August 2010 SECOND PARTY purchased Sperian and is responsible for any and all of Sperian's liability relating to the Contract.

In or about September 2011, a dispute arose between the parties in relation to the Contract (hereinafter referred to as the "DISPUTE").

The parties have mediated the DISPUTE and reached a settlement as set forth below.

In consideration of these premises, and for good and valuable consideration as set forth below, the receipt and legal sufficiency of which are hereby conclusively deemed acknowledged by the parties to this AGREEMENT, the parties hereby stipulate and agree as follows:

1. The parties have amicably resolved the DISPUTE. The terms of the settlement are:
 - (a) SECOND PARTY shall pay FIRST PARTY the sum of One Million, Seven Hundred and Fifty Thousand Dollars (\$1,750,000.00) within forty-five (45) days of this AGREEMENT being approved by the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, which approval is a condition precedent to the effectiveness of this AGREEMENT.
 - (b) SECOND PARTY shall donate and deliver to PBCFR, at SECOND PARTY's expense, upon approval of this AGREEMENT by the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, one hundred (100) sets of firefighter turn out gear, which shall consist of gloves, boots, jackets, pants and flash hoods as close as possible to the current gear used by PBCFR. PBCFR shall select the sizes and specifications of the turn out gear. Once the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS has approved this AGREEMENT, SECOND PARTY shall deliver the turn out gear to PBCFR within sixty (60) days of a written request submitted by PBCFR for same.

(c) PBCFR shall make available to SECOND PARTY for pickup, in acceptable shippable containers, at SECOND PARTY's sole cost and expense, the remaining Sperian Warrior air packs and accessory equipment purchased and/or delivered pursuant to the Contract within thirty (30) days of the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS approving this AGREEMENT.

2. FIRST PARTY and SECOND PARTY hereby declare and represent to each other that they have relied wholly upon their own judgment and the judgment of their respective agents and attorneys in entering into this AGREEMENT. They further represent that they have not been influenced to any extent whatsoever in entering into this AGREEMENT by any representations or statements regarding the value of the DISPUTE, or the legal liability therefore, or regarding any other matters made by the other party or by any person or persons representing or employed by such other party. Each party further represents to the other that each party giving a release herein set forth knows, has examined, and has investigated to their full satisfaction, with the assistance of their attorney, all matters and issues concerning the DISPUTE, and that the settlement of their differences and the execution of this AGREEMENT is not based upon, or induced by, any representations made by the other party, their respective attorneys, or by any person or persons representing or employed by such other party concerning the subject matter of the DISPUTE.

3. FIRST PARTY does hereby demise, acquit, satisfy and forever discharge SECOND PARTY, including any and all of SECOND PARTY'S respective agents, employees, administrators, shareholders, officers, directors, affiliates, members, heirs, legal representatives, insurers, excess insurers, and assigns, jointly and severally, of and from all action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which FIRST PARTY ever had, now has, or which any successor entity, personal representative, heir or assign of said FIRST PARTY has, hereafter can, shall or may have, against SECOND PARTY, for any and all manner of actions, claims, cause or causes of action or damages arising out of, relating or pertaining to the DISPUTE, or which should have or could have been raised or asserted in the DISPUTE.

4. SECOND PARTY does hereby demise, acquit, satisfy and forever discharge FIRST PARTY, including any and all of FIRST PARTY'S respective agents, employees, administrators, County Commissioners, shareholders, officers, directors, affiliates, members, heirs, legal representatives, insurers, excess insurers, and assigns, jointly and severally, of and from all action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which SECOND PARTY ever had, now has, or which any successor entity, personal representative, heir or assign of said SECOND PARTY has, hereafter can, shall or may have, against FIRST PARTY, for any and all manner of actions, claims, cause or causes of action or damages arising out of, relating or pertaining to the DISPUTE, or which should have or could have been raised or asserted in the DISPUTE.

5. This AGREEMENT contains the entire agreement between FIRST PARTY and SECOND PARTY regarding the DISPUTE, and that the terms of the AGREEMENT are

contractual and not a mere recital; and that this AGREEMENT may only be modified by a subsequent written AGREEMENT executed by all parties.

6. FIRST PARTY and SECOND PARTY hereby declare to one another that they have carefully read this AGREEMENT, that the contents have been explained to them by their respective attorneys, that they understand the contents thereof, and that they have signed this AGREEMENT knowingly and voluntarily and of their own free will. The parties further agree that they have jointly drafted this AGREEMENT and it, therefore, shall not be construed against any one of the parties thereto.

7. The parties agree not to voluntarily issue a press release or hold a press conference concerning this AGREEMENT. Notwithstanding the agreement reached in the preceding sentence, the parties understand and agree that FIRST PARTY is a governmental entity and is required by law to, and shall, comply with all federal, state and local laws concerning, pertaining, and/or relating to public records, freedom of information, and government in the sunshine act. As required by the government in the sunshine law, the parties agree that this AGREEMENT must be approved by the Palm Beach County Board of County Commissioners at a duly noticed public meeting. The parties further agree that FIRST PARTY shall be authorized to respond to and/or answer any and all inquiries, questions, or requests for information concerning, pertaining, and/or relating to this AGREEMENT, including without limitation FIRST PARTY's purchase and use of the Sperian equipment as well as the DISPUTE and resolution of the DISPUTE. The parties further agree that FIRST PARTY shall be authorized to respond to any and all questions, inquiries, and/or requests for information by the Palm Beach County Board of County Commissioners as well as Palm Beach County administration and staff concerning, pertaining, and/or relating to this AGREEMENT.

8. This Settlement AGREEMENT does not constitute an admission of liability by either party.

9. Each party is responsible for one half of the mediation costs.

10. This AGREEMENT shall be construed in accordance with Florida law.

11. Whenever and wherever the context of this AGREEMENT requires, any references to the singular shall be read, construed, and interpreted to mean the plural and vice-versa; any reference to the masculine gender shall be read, construed, and interpreted to mean the feminine gender and vice-versa; any reference to the natural gender shall be read, construed, and interpreted to mean the masculine or feminine gender, whichever is applicable.

12. This AGREEMENT may be executed in counterparts; facsimile or pdf signatures are to be construed as originals.

IN WITNESS HEREOF:

**FIRST PARTY - PALM BEACH COUNTY, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS**

By: Shelley Vana, Chair
Board of County Commissioners

Date

Witness

Witness

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Andrew M. Pelino
Assistant County Attorney,
Palm Beach County, Florida

7/3/12
Date

**APPROVED AS TO TERMS
AND CONDITIONS**

Steve Jerauld
Fire Chief, Palm Beach County
Fire Rescue

7/3/2012
Date

**SECOND PARTY -
HONEYWELL INTERNATIONAL, INC.**

Jeff Morris Digitally signed by Jeff Morris
DN: cn=Jeff Morris, o, ou,
email=Jeff.Morris@Honeywell.com, c=US
Date: 2012.06.29 07:31:34 -05'00'

Jeff Morris, Vice President and
General Manager, Honeywell
First Responder Products

Date

Witness


Witness

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**



Thomas Borncamp
Attorneys for Honeywell
International, Inc.

8-27-12
Date

SHIP TO	FIRE-RESCUE (561) 616-7017 TRAINING & SAFETY 405 PIKE ROAD WEST PALM BEACH FL 33411 ATTN: VICKI SHEPPARD	CENTRAL PURCHASE ORDER		CPO 680 LM0513090000000059
		 BOARD OF COUNTY COMMISSIONERS www.pbccgov.com		IMPORTANT THE ABOVE NUMBER MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.
ISSUED TO	Safety Solutions, Inc. 4672 Bucida Road Boynton Beach FL 33436 Tracey Reimer 561-738-7086	ORDER DATE	DELIVERY DATE	F.O.B.
		06-02-2009	09-30-2009	Destination
		VENDOR NUMBER	VENDOR ADDRESS	VENDOR CONTACT
		VC0000017357	AD001	PC002
	BID/QUOTE/RFP NO	AGREEMENT NUMBER		
				BILL TO BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FINANCE DEPT. P.O. BOX 4036 WEST PALM BEACH, FL 33402-4036 TELEPHONE: 561-355-2912

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	585.0000	EA	34007	SCBA, WARRIOR W/ WARBLING WHISTLE. SPERIAN # 45WW01 SPECS PURSUANT TO QUOTE. INCLUDED AT NO COST: 1.) SCBA TECHNICIAN CLASS FOR UP TO 20 PERSONNEL. 2.) FIT TESTING TO INCLUDE 2 PORTACOUNT FIT TEST UNITS W/ONE OPERATOR/TECHNICIAN FOR 8 HRS, 3 DAYS/WK, UP TO 12 WEEKS. 3.) OPTION TO CHANGE OUT GAUGE/PASS ASSEMBLY TO REVISED EDITION ONCE CERTIFIED (585 EA) QUOTE # 3371 MSDS: Not Required	4,959.000000	2,901,015.00
2	1,130.0000	EA	34007	BLACK CARBON FIBER CYLINDER. LUXUFER # 917145 BLK 45 MIN, 4500 PSI, PBCFR COLOR LOGO BELOW LUMINESCENT BAND, ALL W/ SAME COLOR HYDRO INDICATOR BANDS ON 4500 PSIG LABEL. MSDS: Not Required	581.000000	656,530.00
3	40.0000	EA	34007	RED CARBON FIBER CYLINDER. LUXUFER # 917145 RED 45 MIN, 4500 PSI, PBCFR TRAINING LOGO BELOW LUMINESCENT BAND, ALL W/ SAME COLOR HYDRO INDICATOR BAND ON 4500 PSIG LABEL.	581.000000	23,240.00

RC-110409-5287
date 11.04.09

[Signature]
11/3/09

CK # 2522812
Date: 11-04-09

TAX EXEMPTION INFORMATION
STATE TAX EXEMPTION NUMBER 85-8012622286C-8
FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K
EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST

NOTE TO VENDOR
PALM BEACH COUNTY'S STANDARD TERMS AND CONDITIONS ARE INCORPORATED IN THIS ORDER BY REFERENCE AT WEB ADDRESS: WWW.PBCGOV.COM/PUR. ADDITIONAL TERMS & CONDITIONS WILL BE NOTED IN THIS ORDER WHEN APPLICABLE.

BUYER	TELEPHONE	ORDER TOTAL
Laura Mengel	561-616-6817	3,873,968.00
EMAIL: lmengel@pbccgov.com		

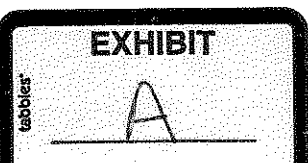
P.B.C. PURCHASING DEPARTMENT
50 S. MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FL 33415-3199
PHONE: 561 616-6800
FAX: 561 616-6811
www.pbccgov.com/pur


PAGE NUMBER: 1 OF 4

AUTHORIZED BY
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

PRINT DATE: 06/02/09 RESP. DEPT: 680 UNIT:

VENDOR E-MAIL: treimer@safetysolutions.us



SHIP TO	FIRE-RESCUE (561) 616-7017 TRAINING & SAFETY 405 PIKE ROAD WEST PALM BEACH FL 33411 ATTN: VICKI SHEPPARD	CENTRAL PURCHASE ORDER		CPO 680 LM05130900000000059
		 BOARD OF COUNTY COMMISSIONERS www.pbcgov.com		IMPORTANT THE ABOVE NUMBER MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.
ISSUED TO	Safety Solutions, Inc. 4672 Bucida Road Boynton Beach FL 33436 Tracey Reimer 561-738-7086	ORDER DATE 06-02-2009	DELIVERY DATE 09-30-2009	F.O.B. Destination
		VENDOR NUMBER VC0000017357	VENDOR ADDRESS AD001	VENDOR CONTACT PC002
		AGREEMENT NUMBER		
		BILL TO BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FINANCE DEPT. P.O. BOX 4036 WEST PALM BEACH, FL 33402-4036 TELEPHONE: 561-355-2912		

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
4	815.0000	EA	34007	MSDS: Not Required TWENTY/TWENTY PLUS FACEPIECE. SPERIAN # 272026 W/ HEADNET W/ DIGITAL DASHBOARD	292.000000	237,980.00
5	100.0000	EA	34007	MSDS: Not Required RUBBER SPIDER KITS. SPERIAN # 962114 INCL: 2 EACH # 975558, 702008. 4 EACH # 962819. 1 EACH # 962818, 962807, 962114.	14.000000	1,400.00
6	100.0000	EA	34007	MSDS: Not Required RX SPECTACLE KIT. SPERIAN # 964044	28.000000	2,800.00
7	34.0000	EA	34007	MSDS: Not Required RIT KIT, PNEUMATICS ONLY. SPERIAN # 968955	528.000000	17,952.00
8	100.0000	EA	34007	MSDS: Not Required CN/CS/WMD ADAPTER (WMD MASK ADAPTER). SPERIAN # 960150	24.000000	2,400.00
9	100.0000	EA	34007	MSDS: Not Required CN/CS W/ P100 CANISTER. SPERIAN # 168800	30.000000	3,000.00
10	24.0000	EA	34007	MSDS: Not Required	560.000000	13,440.00

TAX EXEMPTION INFORMATION	STATE TAX EXEMPTION NUMBER 85-8012622286C-8 FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST	BUYER Laura Mengel EMAIL: lmengel@pbcgov.com	TELEPHONE 561-616-6817	ORDER TOTAL 3,873,968.00
	NOTE TO VENDOR	PALM BEACH COUNTY'S STANDARD TERMS AND CONDITIONS ARE INCORPORATED IN THIS ORDER BY REFERENCE AT WEB ADDRESS: WWW.PBCGOV.COM/PUR. ADDITIONAL TERMS & CONDITIONS WILL BE NOTED IN THIS ORDER WHEN APPLICABLE.		


PRINT DATE: 06/02/09 RESP. DEPT: 680 UNIT: 6801

VENDOR E-MAIL: treimer@safetysolutions.us

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PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

S H I P T O	FIRE-RESCUE (561) 616-7017 TRAINING & SAFETY 405 PIKE ROAD WEST PALM BEACH FL 33411 ATTN: VICKI SHEPPARD	CENTRAL PURCHASE ORDER		CPO 680 LM05130900000000059
		 BOARD OF COUNTY COMMISSIONERS www.pbcgov.com		IMPORTANT THE ABOVE NUMBER MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.
I S S U E D T O	Safety Solutions, Inc. 4672 Bucida Road Boynton Beach FL 33436 Tracey Reimer 561-738-7086	ORDER DATE 06-02-2009	DELIVERY DATE 09-30-2009	F.O.B. Destination
		VENDOR NUMBER VC0000017357	VENDOR ADDRESS AD001	VENDOR CONTACT PC002
		BID/QUOTE/RFP NO	AGREEMENT NUMBER	
				BILL TO BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FINANCE DEPT. P.O. BOX 4036 WEST PALM BEACH, FL 33402-4036 TELEPHONE: 561-355-2912

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
11	12.0000	EA	34007	60 MINUTE CYLINDER (NO CUSTOMIZATION). SPERIAN # 917160 MSDS: Not Required	712.000000	8,544.00
12	12.0000	EA	34007	PANTHER HIP-PAC W/ 15 MINUTE ESCAPE. SPERIAN # P968500 (3000 PSIG, HOOP-WRAPPED FIBERGLASS) W/ QUICK DISCONNECT, NO COUPLING, W/O FACEPIECE. MSDS: Not Required	2.750000	33.00
13	12.0000	EA	34007	SCHRADER COUPLING (PACKS). SPERIAN # 930433 MSDS: Not Required	252.000000	3,024.00
14	12.0000	EA	34007	100' HIGH PERFORMANCE 3/8" HOSE. SPERIAN # 930864 W/O COUPLINGS (SAR AIRLINE HOSES) MSDS: Not Required	17.000000	204.00
15	5.0000	EA	76551	SCHRADER KIT (MALE AND FEMALE). SPERIAN # 930820 (SAR COUPLINGS) MSDS: Not Required	250.000000	1,250.00
16	4.0000	EA	20820	COMPLETE SETS OF SPECIALIZED TOOLS FOR WARRIOR SCBA. MSDS: Not Required	289.000000	1,156.00

TAX EXEMPTION INFORMATION	STATE TAX EXEMPTION NUMBER 85-8012622286C-8 FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST	BUYER Laura Mengel EMAIL: lmengel@pbcgov.com	TELEPHONE 561-616-6817	ORDER TOTAL 3,873,968.00
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NOTE TO VENDOR: PALM BEACH COUNTY'S STANDARD TERMS AND CONDITIONS ARE INCORPORATED IN THIS ORDER BY REFERENCE AT WEB ADDRESS: WWW.PBCGOV.COM/PUR. ADDITIONAL TERMS & CONDITIONS WILL BE NOTED IN THIS ORDER WHEN APPLICABLE.

PRINT DATE: 06/02/09 RESP. DEPT: 680 UNIT: 6801

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S H I P T O	FIRE-RESCUE (561) 616-7017 TRAINING & SAFETY 405 PIKE ROAD WEST PALM BEACH FL 33411 ATTN: VICKI SHEPPARD	CENTRAL PURCHASE ORDER		CPO 680 LM05130900000000059
	I S S U E D T O	Safety Solutions, Inc. 4672 Bucida Road Boynton Beach FL 33436 Tracey Reimer 561-738-7086	ORDER DATE 06-02-2009	DELIVERY DATE 09-30-2009
VENDOR NUMBER VC0000017357			VENDOR ADDRESS AD001	VENDOR CONTACT PC002
		BID/QUOTE/RFP NO	AGREEMENT NUMBER	

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
				WARRIOR SCBA POSICHEK3 SOFTWARE. MSDS: Not Required		

TAX EXEMPTION INFORMATION	STATE TAX EXEMPTION NUMBER 85-8012622286C-8 FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST	BUYER Laura Mengel EMAIL: lmengel@pbcgov.com	TELEPHONE 561-616-6817	ORDER TOTAL 3,873,968.00
	NOTE TO VENDOR	P.A.L.M. B.E.A.C.H. C.O.U.N.T.Y.'S S.T.A.N.D.A.R.D. T.E.R.M.S. A.N.D. C.O.N.D.I.T.I.O.N.S. A.R.E. I.N.C.O.R.P.O.R.A.T.E.D. I.N. T.H.I.S. O.R.D.E.R. B.Y. R.E.F.E.R.E.N.C.E. A.T. W.E.B. A.D.D.R.E.S.S.: WWW.PBCGOV.COM/PUR . A.D.D.I.T.I.O.N.A.L. T.E.R.M.S. & C.O.N.D.I.T.I.O.N.S. W.I.L.L. B.E. N.O.T.E.D. I.N. T.H.I.S. O.R.D.E.R. W.H.E.N. A.P.P.L.I.C.A.B.L.E.		

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VENDOR E-MAIL: treimer@safetysolutions.us

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