

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date: November 2, 2021	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Submitted By: Department of Airports

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the renewal of Term Contract for Airfield Lighting Systems, ADB Safegate Americas, LLC, OEM Parts with Allen Enterprises, Inc., per Master Agreement #SS450919 (Contract), commencing November 3, 2021, and expiring on November 2, 2022, with a total not to exceed amount of \$470,000 for the renewal period.

Summary: The Contract provides for the purchase and delivery of ADB Safegate Americas, LLC OEM parts necessary for the on-going maintenance and repair of airfield lighting at the County’s four airports. The current Contract expires on November 2, 2021, with four one-year renewal options. The total contract amount for the initial 12-month term was \$470,000.00 with \$286,076 expended during the previous 11.5 months. Awardee is located outside Palm Beach County in Orlando, Florida. This is a sole source provider who is not a certified S/M/WBE. Sole source contracts are exempt from the EBO Ordinance. The Department of Airports is requesting approval to exercise the first renewal option. The renewal notice will be issued by the Purchasing Department following approval of this item. 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 item exceeds the threshold amount and must be approved on the regular agenda. Countywide (AH)

Background and Policy Issues: The Federal Aviation Administration (FAA), through Title 14, Code of Federal Regulations, Part 139 sets forth the lighting requirements for airport airfields for commercial service airports. Each airport must provide and maintain lighting systems for air carrier operations when the airport is open at night, during conditions below visual flight rules minimums, when a prominent unlighted object cannot be seen from a distance of three statute miles, or when the sun is more than six degrees below the horizon. The Department is required to properly maintain each light installed and operated on the airport, including, but not limited to, to cleaning, replacing, and repairing all lighting in accordance with FAA requirements.

Attachments:
1. Contract

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Recommended By: <u>Laura Bube</u>	<u>10-20-21</u>
Department Director	Date
Approved By: <u>[Signature]</u>	
County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures					
Operating Costs	\$470,000				
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$470,000				

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in the 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 2280 Object 5281
Reporting Category 2230
2550

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

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature] 10/22/21
OFMB JA 10-21-21
[Signature] 10-22-21

[Signature] 10/25/21
Contract Dev. and Control
10-25-21 Tu

B. Legal Sufficiency: For A. Hill/Ent
[Signature] 10/26/21
Assistant County Attorney

C. Other Department Review:

Department Director



Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

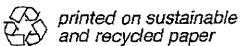


Palm Beach County
Board of County
Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



October 6, 2020

Allen Enterprises Inc
Keith Mease, Sales Manager
P.O. Box 560384
Orlando, FL 32856

Form L

TERM CONTRACT # **SS450919**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for **AIRFIELD LIGHTING SYSTEMS, ADB SAFEGATE AMERICAS, LLC, OEM PARTS, PURCHASE AND DELIVERY** based on:

[X] SOLICITATION # **SS450919/HS**

The term of this contract is **11/03/2020** through **11/02/2021**, and has an estimated dollar value of **\$470,000**.

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

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original **invoice must** be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at **<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>**. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact **Carlos Ramos, Buyer** at **CARamos@pbcgov.org** or (561) 616-6814.

Sincerely,

Kathleen M. Scarlett
Director

c: **Uriah McCalla, Department of Airports**
File

**SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS450919/HS**

**AIRFIELD LIGHTING SYSTEMS, ADB SAFEGATE AMERICAS, LLC, OEM PARTS,
PURCHASE AND DELIVERY, TERM CONTRACT**

ITEM NO.	MANUFACTURER	SINGLE FIXED PERCENTAGE DISCOUNT FROM CURRENT MSRP
1.	ADB SAFEGATE AMERICAS, LLC OEM PARTS	<u>3</u> %

Delivery shall be 56 days ARO.

* PLEASE AFFIX SIGNATURE WHERE INDICATED By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's solicitation, without exception, change or alteration of any kind, except as may have been amended by the County prior to the due date of this solicitation.	
FIRM NAME: (Enter the entire legal name of the bidding entity) <u>Allen Enterprises, Inc.</u>	DATE: <u>6/29/20</u>
* SIGNATURE: <u>Keith Meese</u>	PRINT NAME: <u>Keith Meese</u> PRINT TITLE: <u>Sales Manager</u>
ADDRESS: <u>5659 Commerce Drive, Suite 100</u> CITY / STATE: <u>Orlando, Florida</u> ZIP CODE: <u>32839</u>	
TELEPHONE # <u>(407) 857-6778</u> EMERGENCY # <u>(407) 579-1370</u> TOLL FREE # <u>(800) 662-7177</u>	E-MAIL: <u>Keith@airportlights.com</u> FAX #: <u>(407) 857-7993</u>
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____	
FEDERAL ID # <u>59-2259870</u>	

Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
SOLE SOURCE SOLICITATION**

SOLICITATION #SS450919/HS

**AIRFIELD LIGHTING SYSTEMS, ADB SAFEGATE AMERICAS, LLC, OEM PARTS,
PURCHASE AND DELIVERY, TERM CONTRACT**

DUE DATE: JUNE 29, 2020 AT 4:00 P.M.

It is the sole purpose and intent of this solicitation to secure a contract for item(s) and/or services as listed herein. The sole source vendor is hereby placed on notice that acceptance of its response by Palm Beach County shall constitute a binding contract.

This Solicitation, General Conditions, Instructions, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this solicitation and response thereto, and by reference are made a part thereof. The sole source vendor shall be bound by all terms, conditions and requirements in these documents. Vendor shall notify Palm Beach County Purchasing Department immediately if the sole source status changes.

SUBMIT SOLICITATION TO:

Palm Beach County Purchasing Department
Attention: Holly Skeen, Buyer
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415-3199
Fax #: (561) 242-6742
E-mail: hskeen@pbcgov.org

Solicitation may be submitted via fax or e-mail.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

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

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

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION
GENERAL CONDITIONS

1. GENERAL INFORMATION

Vendor is advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the vendor. Changes to this solicitation may be made only by written amendment issued by the County Purchasing Department. Vendor is further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing. Vendor certifies that its response is made without reliance on any oral representations made by the County.

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.

2. LEGAL REQUIREMENTS

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

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

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and Palm Beach County for any terms and conditions not specifically stated in the solicitation.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the vendor 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 a default of contract.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The vendor 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 vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be

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

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

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

- g. **CONFLICT OF INTEREST:** The vendor 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, Florida Statutes and the Palm Beach County Code of Ethics. The vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendor shall disclose with their response the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS:** The County and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the vendor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to this solicitation and/or resultant contract.
- j. **PUBLIC RECORDS, ACCESS AND AUDITS:** The vendor 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 the Contract which have been created as a part of the vendor's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the vendor, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the vendor might consider to be confidential. All submitted information that the vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The vendor 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 this Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business.

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

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- 2) Upon request from the County's Custodian of Public Records ("County's Custodian") or the 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 Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 3) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- 4) Upon completion of the Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by the 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 Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor 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 the County, at no cost to the County.

Vendor 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 Vendor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. The 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.

k. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW:** This solicitation shall be included and incorporated in the final award. The order of contractual precedence shall be the solicitation document (original terms and conditions), response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

l. **LEGAL EXPENSES:** The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

m. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or vendor.

n. **SCRUTINIZED COMPANIES:**

1) SCRUTINIZED COMPANIES:

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Vendor 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 Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Sole Source solicitation may be terminated at the option of the County.

2) SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Vendor 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 Vendor,

the resulting Contract from this Sole Source solicitation 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.

3. **SUBMISSION OF RESPONSE:** Response must be submitted on the provided Sole Source "Response" Form. Responses on vendor letterhead/quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACE(S) SHALL BE CAUSE FOR REJECTION OF THE RESPONSE. Responses are to be submitted to the Palm Beach County Purchasing Department representative no later than the time indicated herein.

a. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in the Special Conditions of this solicitation, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

b. **PERFORMANCE DURING EMERGENCY:** By submitting a response, vendor agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Vendor agrees to provide all goods and services to Palm Beach 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 solicitation on a "first priority" basis. Vendor 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 vendor to sanctions from doing further business with the County.

c. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the vendor shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the contract. The vendor warrants that the price(s) shall not exceed the vendor'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 vendor offers more favorable pricing to one of its customer(s), the vendor shall extend to the County the same pricing or the then current market price, whichever is lower.

4. **CONTRACT ADMINISTRATION**

a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this solicitation are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. The vendor shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items,

determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the vendor and for full credit, any item(s) received which fail to meet the performance standards.

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

c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's response must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.

Vendor shall send ALL ORIGINAL invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted.

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

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

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

d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The vendor shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT:** The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the vendor, the County may procure goods and/or services similar to those terminated, and the vendor may be liable for any excess costs incurred due to this action.

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

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

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

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- h. **RENEWAL OPTION:** The contract shall be for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. The option for renewal shall only be exercised upon verification of continued sole source status and upon mutual written agreement with all original terms and conditions adhered to with no deviations.

At the beginning of each of the four (4) twelve (12) month option periods, the County may consider a single annual price adjustment to the unit price(s) based on new pricing from the vendor.

Any renewal including subsequent price adjustments shall be subject to the appropriation of funds by the Board of County Commissioners.

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, Florida Statutes, in the same manner as a second degree misdemeanor.

6. **ANNUAL APPROPRIATIONS**

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.

7. **CONFLICT OF INTEREST**

Vendor 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 by this contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

8. GENERAL/SPECIAL CONDITION PRECEDENCE

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

9. CATALOGS, MANUFACTURER SUGGESTED RETAIL PRICES (MSRP), ETC.

Upon request, the vendor shall supply at no charge current catalogs and/or MSRP's for all awarded manufacturers. The vendor shall update and keep all catalogs and MSRP's current throughout the term of the contract. When a revision to the manufacturer's catalog and/or MSRP occurs which includes the addition of new products within the scope of this solicitation, the discount and net price of the new products must be equal to or better than the discount and price of items originally included in this solicitation.

Upon award, the vendor shall supply one copy of the appropriate catalog(s) and/or MSRP to:

Palm Beach County Finance Department
Supervisor, Pre-Audit Division
P.O. Box 4036
West Palm Beach, Florida 33402-4036
(561) 355-3011

Note: All Catalogs and/or MSRP's shall clearly identify the term contract number and the vendor's name, address and telephone number. Additionally, catalogs and/or MSRP's created by the vendor, if not the manufacturer, will not satisfy this requirement.

10. INVOICES

When invoicing the County for goods purchased under this solicitation, the vendor must provide complete, accurate invoices which must include for every item purchased a unique catalog number, a definitive description, the catalog/list price, and the invoiced price. If the applicable catalog does not provide unique numbers, the description of the item must be sufficiently accurate to specifically identify the goods provided to the County. Example: Invoice shall include:

<u>Item #</u>	<u>Description</u>	<u>Part #</u>	<u>List Price</u>	<u>Discount</u>	<u>Discount Price</u>	<u>Qty</u>	<u>Total</u>
1.	Sony speaker	#123	\$50.00	50%	\$25.00	3	\$75.00

11. AUDIT

All items sold to Palm Beach County as a result of this solicitation are subject to post sale audit adjustment. In the event an audit indicates the vendor has not honored quoted price lists and discounts, the vendor shall be liable for any and all overage charges, and may be considered in default of the contract.

12. METHOD OF ORDERING (TERM CONTRACT)

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

13. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the purchase order or term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Vendor retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

14. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this solicitation is for twelve (12) months. The anticipated value during the contract term is \$470,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to re-solicit for the contracted goods and services at any time after the anticipated value of the contract has been reached, notwithstanding that the anticipated term has not been completed.

15. **AS SPECIFIED**

A term contract delivery order (DO) will be issued to the vendor with the understanding that all items delivered must meet the specifications herein. Palm Beach County will return, at the expense of the vendor, items not delivered as specified.

16. **BRAND/MANUFACTURER REFERENCED**

Only the referenced manufacturer will be considered

17. **WARRANTY**

The vendor shall furnish factory/manufacturer warranty on all items furnished hereunder against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the vendor shall repair or replace same at no cost to Palm Beach County.

**SOLE SOURCE SPECIFICATIONS
SOLICITATION #SS450919/HS**

**AIRFIELD LIGHTING SYSTEMS, ADB SAFEGATE AMERICAS, LLC, OEM PARTS,
PURCHASE AND DELIVERY, TERM CONTRACT**

PURPOSE AND INTENT

The sole purpose and intent of this Sole Source Solicitation is to secure a single fixed percentage discount from current MSRP and establish a term contract for the purchase and delivery of ADB Safegate Americas, LLC, OEM parts for Palm Beach County.

GENERAL

Vendor shall offer a single, fixed percentage discount from current MSRP.

The single fixed percentage discount offered shall apply to all items within the price list.

The same single, fixed percentage discount from the current MSRP shall apply to items delivered to the County or picked up by authorized County personnel at vendor's place of business.

Vendor is cautioned to calculate their single, fixed percentage discount carefully. Separate shipping charges are not allowed under the contract, and shall be considered when calculating your single, fixed percentage discount.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis.

VENDOR'S RESPONSIBILITIES

The sole source vendor shall be bound by all terms, conditions and specifications herein.

COUNTY ACCEPTANCE

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

PAYMENT

Payment is based on the single fixed percentage discount offered on the response page. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of item(s) delivered. No additional compensation shall be paid.

SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS450919/HS

AIRFIELD LIGHTING SYSTEMS, ADB SAFEGATE AMERICAS, LLC, OEM PARTS,
PURCHASE AND DELIVERY, TERM CONTRACT

ITEM NO.	MANUFACTURER	SINGLE FIXED PERCENTAGE DISCOUNT FROM CURRENT MSRP
1.	ADB SAFEGATE AMERICAS, LLC OEM PARTS	_____ %

Delivery shall be _____ days ARO.

<p>* PLEASE AFFIX SIGNATURE WHERE INDICATED</p> <p>By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's solicitation, without exception, change or alteration of any kind, except as may have been amended by the County prior to the due date of this solicitation.</p>	
<p>FIRM NAME: (Enter the entire legal name of the bidding entity)</p>	
<p>DATE:</p>	
<p>* SIGNATURE: _____</p>	<p>PRINT NAME:</p> <p>PRINT TITLE:</p>
<p>ADDRESS: _____</p>	
<p>CITY / STATE: _____ ZIP CODE: _____</p>	
<p>TELEPHONE # ()</p> <p>EMERGENCY # ()</p> <p>TOLL FREE # ()</p>	<p>E-MAIL:</p> <p>FAX #: ()</p>
<p>APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____</p>	
<p>FEDERAL ID # _____</p>	