



**II. FISCAL IMPACT ANALYSIS**

**A. Five-Year Summary of Fiscal Impact:**

<u>Fiscal Years</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
Number of additional FTE positions (Cumulative)	_____	_____	_____	_____	_____
Is Item Included In Current Budget?				Yes _____	No _____
Budget Account No.:	Fund _____	Dept. _____	Unit _____	Object _____	
				Reporting Category _____	

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

**C. Departmental Fiscal Review:**

**III. REVIEW COMMENTS**

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

\_\_\_\_\_ OFMB \_\_\_\_\_ Contract Dev. and Control

**B. Legal Sufficiency:**

\_\_\_\_\_ Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_ Department Director



**INTEROFFICE MEMORANDUM**

**DATE:** September 22, 2022

**TO:** Felicia Landerman  
Clerk's Office

**FROM:** Vannette Youyoute  
TDC

**RE:** Sub-Agreement

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I have attached two (2) copies of two (2) Discover Palm Beach County subcontract:

- The Zimmerman Agency, LLC, will provide to Discover The Palm Beaches, Creative Design Services as more specifically set forth in the Scope of Work detailed in Exhibit "A" of the contract. The term for this contract shall become effective on October 1, 2022, and end on September 30, 2027. The fee for service is not to exceed \$840,000 per annum, and to be paid in monthly installments of \$70,000 over the duration of the agreement term.
- Madden Preprint Media, LLC, will provide to Discover The Palm Beaches, Website Design Services as more specifically set forth in the Scope of Work detailed in Exhibit "A" of the contract. The term of this contract shall become effective on September 1, 2022, and end on September 30, 2024, and may be renewed at Discover The Palm Beaches sole option for two (2) additional terms of two (2) years each. Total project fees for services are \$146,650 (50% due September 1, 2022, 50% due upon final delivery of all services outlined in Phase 1. Total Post-Launch Annual Services and Fees for Phase 2 is 98,760, paid in monthly installments of \$8,230.

Will you please add this to the next "contract list" for BCC approval? Following approval, I am requesting one (1) copy of the document returned to this office. If you have any questions, please call me at 233-3132 or Joan Hutchinson at 233-3133.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
**BOARD OF COUNTY COMMISSIONERS MEETING DATE OF**  
**10/04/2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<b>EXHIBIT A</b>					
Mark Andy, Inc. d/b/a Mark Andy Print Products	One-time purchase of a digital offset printing press per Purchase Order #KP082622-30.	\$217,000.00 S/M/WBE: \$0	Public Affairs Department 0001-640-6440-6401	Thelwell	

The Public Affairs Department requests a one-time purchase of a Presstek Model 52DI digital offset printing press, which includes one (1) year of warranty services upon delivery and acceptance, for the Graphics Division. Awardee is located out of the State. This is a sole source provider who is not a certified S/M/WBE. This sole source purchase is exempt from the EBO Ordinance.

<b>EXHIBIT B</b>					
Sulphuric Acid Trading Company, Inc.	One-time confirming purchase of Sulfuric Acid 93% Solution, Bulk Delivery per Purchase Order #MB091922-64.	\$276,072.07 S/M/WBE: \$0	Water Utilities Department 4001-720-3GUA-5205 4001-720-2532-5205 4001-720-2533-5205	Thelwell	

The Water Utilities Department requests a one-time confirming purchase of Sulfuric Acid 93% Solution, Bulk Delivery. Due to the need for sulfuric acid for safe drinking water, this emergency/confirming purchase was necessary while the competitive procurement process is complete to award a new contract. Awardee is located outside of Palm Beach County in the City of Tampa, Florida. This confirming purchase is exempt from the EBO Ordinance.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
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**10/04//2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT C</u> Ferguson Enterprises, LLC.	One-time confirming purchase of victaulic couplings per Purchase Order #MB091922-65.	\$204,480.00 S/M/WBE: \$0	Water Utilities Department 4001-720-1GUA-4615/11	Thelwell	

The Water Utilities Department requests a one-time confirming purchase for Victaulic Couplings. Due to the need for victaulic couplings for repairs at Water Treatment Plant 11 to avoid water service interruption, this emergency/confirming purchase was necessary. Awardee is located in Palm Beach County. This confirming purchase is exempt from the EBO Ordinance.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
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**10/04//2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT D</u> Experian Marketing Solutions, LLC	One-time purchase of software upgrade per Purchase Order #CPO SM090222-26.	\$6,059.00 S/M/WBE: \$0	Water Utilities Department 4001-720-32IT- 4615	Thelwell	

The Water Utilities Department requests a one - time purchase of a software upgrade. In accordance with PPM CW-F-049, the Department of Risk Management and the County Attorney’s Office, following negotiations with the County agree to a limitation of liability provision that deviates from the County’s standard. The agreement with Experian Marketing Solutions, Inc. dba Experian Data Quality contains non-standard indemnification and limitation of liability language. Experian Marketing Solutions, Inc. dba Experian Data Quality only agrees to indemnify the County for certain data infringement claims. In addition, the agreement contains a bilateral disclaimer of punitive, special, consequential, incidental, and direct damages, and caps each party’s liability to the amount of fees paid by County to Experian Marketing Solutions, Inc. dba Experian Data Quality. This limitation of liability does not apply to: (a) A requirement that, to the extent permitted by law, that the County defend, indemnify, and hold Experian harmless as a result of the County’s non-performance of any obligation with respect to Experian Data, as that term is defined in the Agreement. No Experian Data will be provided to the County under this Agreement, so there should be no potential liability to the County under this provision; (b) Deletion of the County’s standard indemnification provision; (c) A mutual limitation of liability provision limiting the parties to direct damages which shall not exceed the amount paid by County to Experian under the agreement for the particular services that are the subject of the alleged losses or injuries during the twelve period preceding the date on which the alleged losses or injuries first accrued. However, this limitation of liability does not apply to Experian’s liability for: (a) claims, losses, or damages arising from infringement of a third party’s intellectual property rights in the provision of the services under the agreement, and (b) for claims arising from violation of law, provided that the total aggregate liability under the agreement, including such claims, losses, or damages, shall not exceed two-hundred and fifty thousand dollars (\$250,000); (c) A requirement that, to the extent provided by law, and subject to the limitation of liability provisions, that each party provide certain third party indemnity provisions related to intellectual property and violations of applicable laws, ordinances, rules or regulations. The agreement contains standard County language regarding the applicability of Section 768.28, Florida Statutes. These changes have been reviewed by the Risk Management Department and the County Attorney’s Office, which do not object to these modifications pending BCC approval. These negotiated terms between Palm Beach County and Experian Marketing Solutions, Inc., will be used for future sole source one-time purchases. Awardee is located out of the State. This is a sole source provider who is not a certified S/M/WBE. This sole source contract is exempt from the EBO Ordinance.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
**BOARD OF COUNTY COMMISSIONERS MEETING DATE OF**  
**10/04//2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT E</u> Prolime Corporation	Renewal of term contract for loading, hauling and disposal of lime sludge for the period 10/13/2022 through 10/12/2023 per Master Agreement # 20036B	\$1,195,200.00 S/M/WBE: \$0 Original Contract Amount: \$1,195,200	Water Utilities Department 4001-720-2531- 4615 4001-720-2535- 4615	Thelwell	

The County has expended or encumbered \$1,172,292 (\$106,572/month) during the previous eleven (11) months of the current twelve (12) month term contract. The Water Utilities Department requests \$1,195,200 to meet the County's requirements through the expiration of this new twelve (12) month renewal term contract. The contract amount for the: (i) initial twelve (12) month term was \$1,195,200.00, with \$808,357 expended; and (ii) first twelve (12) month renewal term was \$1,195,200, spent from October 13, 2021 through October 12, 2022. This term contract has two (2) twelve (12) month renewal options remaining. Awardee is located out of the State. The original contract was established by a competitive solicitation process. No S/M/WBE vendor submitted a bid on this project. This item was reviewed and approved for renewal by the OEBO.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
**BOARD OF COUNTY COMMISSIONERS MEETING DATE OF**  
**10/04//2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT F</u>	Renewal of term contract for Polymer for the period 10/01/2022 through 09/20/2023 per Master Agreement #750820B.	Contract Amount: \$908,700.00 S/M/WBE: \$0 Original Contract Amount: \$385,280.00	Water Utilities Department 4001-720-2531-4615 4001-720-2532-4615 4001-720-2533-4615 4001-720-2535-4615 4001-720-2581-4615 4001-720-2582-4615 4001-720-2583-4615 4001-720-3GUA-4615 4001-720-4GUA-4615 4001-720-5GUA-4615	Thelwell	

The County has expended or encumbered \$423,808 (\$36,853 /month) during the previous eleven and one half (11.5) months of the current twelve (12) month term contract. The Water Utilities Department is requesting \$908,700 to meet the County's requirements through the expiration of this new twelve (12) month renewal term contract with a retroactive start date of October 1, 2022. The contract amount for the: (i) the initial twelve (12) month term was \$ 385,280, with \$333,520 expended; and (ii) the first twelve (12) month renewal term was \$385,280, which was increased to \$560,280. This contract is a piggyback off Indian River County Contract # 2020051 and has no renewal options. Awardee is located out of the State. There is no S/M/WBE vendor currently certified for this commodity and/or service. This item was reviewed and approved for renewal by OEBO.



**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
**BOARD OF COUNTY COMMISSIONERS MEETING DATE OF**  
**10/04/2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT G</u> CROM, LLC dba CROM Coatings and Restorations	Renewal of term contract for Water Storage Utility Tanks, Inspections, Preventative and Corrective Maintenance for the period 10/02/2022 through 10/01/2023 per Master Agreement #SS150913D.	\$1,100,000.00 S/M/WBE: \$0 Original Contract Amount: \$750,000.00	Water Utilities Department 4001-720-1GUA-4615 4001-720-2534-4615 4001-720-2537-4615 4001-720-2582-4615	Thelwell	

The County has expended or encumbered \$1,039,975 (\$90,433/month) during the previous eleven and one half (11.5) months of the current twelve (12) month term contract. Due to the need for Level II inspections, preventative and corrective maintenance at all Water Utilities Department treatment plants, \$1,100,000 is needed to meet the County's requirements through the expiration of this new twelve (12) month renewal term contract. The contract amount for the: (i) initial twelve (12) month term was \$750,000, with \$627,173 expended; (ii) the first twelve (12) month renewal term was \$750,000, which was increased to \$825,000, with \$727,243 expended; (iii) the second twelve (12) month renewal term was \$ 895,000, which was increased to \$984,500, with \$938,538 expended; and (iv) the third twelve (12) month renewal term was \$1,100,000, with \$1,039,975 expended. This contract has a retroactive start date of October 02, 2022. This term contract has no renewal options. Awardee is located outside Palm Beach County in the City of Gainesville, Florida. This is a sole source provider who is not a certified S/M/WBE. This sole source contract is exempt from the EBO Ordinance.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
**BOARD OF COUNTY COMMISSIONERS MEETING DATE OF**  
**10/04//2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT H</u> LJ Power, Inc.	Renewal of term contract for generator inspection, maintenance and repair for the period 09/09/2022 through 09/08/2023 per Master Agreement #18006RD.	\$1,869,000.00 S/M/WBE: \$0 Original Contract Amount: \$1,462,000.00	Countywide  Lead Department: Water Utilities Department	Thelwell	

The County has expended or encumbered \$1,528,292 (\$127,358/month) during the previous twelve (12) months of the current twelve (12) month term contract. Due to the need for scheduled maintenance, unanticipated repairs, and the addition of new equipment, \$1,869,000 is needed to meet the County's requirements through the expiration of this new twelve (12) month renewal term contract. The contract amount for the: (i) the initial twelve (12) month term was \$1,462,000, which was increased to \$1,608,200, with \$1,059,150 expended; (ii) the first twelve (12) month renewal term was \$1,807,500, with \$1,237,108 expended; (iii) the second twelve (12) month renewal term was \$1,846,500, which was increased to \$2,101,500, with \$1,396,514 expended; and (iv) the third twelve (12) month renewal term was \$2,016,500 with \$860,801 expended. This contract has a retroactive start date of September 9, 2022. This term contract has no renewal options. Awardee is located outside Palm Beach County in the City of Coral Springs, Florida. The original contract was established by a competitive solicitation process. No S/M/WBE vendor submitted a bid on this project. This item was reviewed and approved for renewal by the OEBO.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
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**10/04/2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT I</u> IXOM Watercare Inc.	New term contract for Miex DOC Resin for the period 10/04/2022 through 10/03/2023 per Master Agreement #SS300628.	\$479,745.00 S/M/WBE: \$0	Water Utilities Department 4001-720-2535-4615	Thelwell	

The County has expended or encumbered \$371,700 (\$40,184/month) during the previous nine and one-quarter (9.25) months of the current ten (10) month term contract. Due to the need for treatment and removal of negatively charged organic ions from the drinking water, \$479,745 is needed to meet the County's requirements through the expiration of this new twelve (12) month term contract. This term contract has four (4) twelve (12) month renewal options. Awardee is located out of the State. This is a sole source provider who is not a certified S/M/WBE. This sole source contract is exempt from the EBO Ordinance.

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**BOARD OF COUNTY COMMISSIONERS MEETING DATE OF**  
**10/04//2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT J</u> ALL SAFE INDUSTRIES INC dba All Safe Industries; BENNETT FIRE PRODUCTS CO INC; Fisher Scientific Company, L.L.C.; HENRY SCHEIN INC; Life-Assist Inc dba Life-Assist, Inc.; Municipal Emergency Services, Inc.; Municipal Equipment Company LLC; North America Fire Equipment Company, Inc. dba Nafeco of Florida; Technical Rescue.Com Inc.; TEN-8 Fire & Safety, LLC dba TEN8;	New term contract for fire equipment, supplies and services for the period 10/04/2022 through 07/31/2023 per Master Agreement #555594.	\$2,042,500.00 S/M/WBE: \$0	Countywide  Lead Department: Fire Rescue Department	Thelwell	

The County has expended or encumbered \$2,392,896 (\$167,923/month) during the previous fourteen and one-quarter (14.25) months of the current fifteen (15) month term contract. Due to the need for equipment, parts and supplies, \$2,042,500 is needed to meet the County's requirements through the expiration of this new ten (10) month term contract. This term piggyback contract has no renewal options. Four (4) Awardees are located in outside Palm Beach County in the cities of Orlando, Bradenton, Pinellas Park and Cooper City, Florida, and six (6) Awardees are located out of State. This piggyback contract allows for the addition of vendors and items as approved by the originating entity. There is no S/M/WBE currently certified for this commodity or service. This piggyback contract was reviewed and approved by the OEBO.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
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**10/04//2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT K</u> Bound Tree Medical, LLC	New term contract for medical and pharmaceutical supplies, for the period 10/01/2022 through 09/30/2023 per Master Agreement #250687.	\$2,500,000.00 S/M/WBE: \$0	Countywide  Lead Department: Fire Rescue Department	Thelwell	

The Fire Rescue Department requests a new term contract for the purchase and delivery of medical and pharmaceutical supplies. Due to the covid-19 pandemic, the industry for medical and pharmaceutical supplies is volatile and current supply channels have been unreliable. The Fire Rescue Department requests \$2,500,000 to meet the County's requirements through the expiration of this new twelve (12) month term contract, with a retroactive start date of October 1, 2022. No renewal options are available. Awardee is located out of the State. This emergency contract is exempt from the EBO ordinance.

<u>EXHIBIT L</u> O'Man & Sons, Inc.	New term contract for streetscape maintenance on various county roadways for the period 10/04/2022 through 10/03/2023 per Master Agreement #22033.	\$717,400.00 S/M/WBE: 100%	Engineering/Streetscapes 1201-363-R025-3401	Thelwell	
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The County has expended or encumbered \$108,017 (\$108,017/month) during the previous term contract. The Engineering Department Streetscape Section requested a term contract for streetscape maintenance on various county roadways; whereby \$717,400 is needed to meet the County's requirements through the next twelve (12) month term. This term contract has four (4) twelve (12) month renewal options. Awardee is located in Palm Beach County. This item was reviewed by the OEBO and the Goal Setting Committee recommended an SBE price preference for this solicitation. Awardee is a certified S/WBE vendor.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
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**10/04//2022**

Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT M</u> TK Elevator Corporation	Extension and increase of term contract for elevator maintenance and repair for the period 07/11/2021 through 07/10/2023 per Master Agreement #17028RD.	Increased Amount: \$1,131,000.00 Total with increase: \$1,467,600.00 S/M/WBE: \$0	Facilities Development & Operations Department 0001-410-5220-4610 0001-410-5240-4610 0001-410-5250-4610 0001-410-5260-4610 0001-410-5270-4610 0001-410-5290-4610	Thelwell	

The County has expended or encumbered \$308,920 (\$22,066/month) during the previous fourteen (14) months of the current fifteen (15) month term contract. The Facilities Development & Operations Department requests an extension and increase of \$1,131,000 over the current authorized amount of \$336,600 inclusive of the Purchasing Director's ten percent (10%) authority (\$30,000), for the remaining ten (10) months of the current term contract. More specifically, \$785,000 is required due to ongoing upgrades to the door lock monitoring system required for code compliance and \$246,000 is required for preventative maintenance services for remaining term of extended contract, and the balance of \$100,000 is to cover any unforeseen and necessary repairs. The contract amount for the: (i) initial twelve (12) month term was \$306,000, which was increased to \$336,600, with \$308,920 expended. Awardee is located in Palm Beach County. This term contract has no renewal options. No responsive S/M/WBE vendor bid within ten percent (10%) of the low bidder.

**PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL**  
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Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT N</u> EV Connect, Inc.	New term contract for electric vehicle service equipment, installation, operations, maintenance, repair and network services for the period 10/04/2022 through two years after installation per Master Agreement #800136.	\$34,664.00 S/M/WBE: \$0 Original Contract Amount: \$34,664.00	Office of Resilience 0001-261-2101-3401	Thelwell	

This is a new twenty-four (24) month term Contract to provide electric vehicle service equipment (EVSE) installation, operations, maintenance, repair, and network services to the Office of Resilience. The electric vehicle charging stations will be placed at the Palm Beach County Convention Center. The Contract provides for a cap in liability at Five Million Dollars (\$5,000,000) and for the County to be liable to insure the EVSEs for damages caused by drivers or third party tampering or vandalism. In accordance with PPM CW-F-049, the Department of Risk Management and the County Attorney's Office have reviewed the terms and have agreed to the deviations. Awardee is located out of the State. No S/M/WBE vendor responded to this project

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<u>EXHIBIT O</u> Cigna Health and Life Insurance Company	Extension for the Employee Self-Funded Medical Benefits Plan for the period 01/01/2023 through 12/31/2023 per Master Agreement #17042E.	\$2,040,225.00 S/M/WBE: \$0 Original Contract Amount: \$1,916,382.00	Risk Management Department 5012-700-7312-3401 5012-700-7312-4503	Thelwell	

An RFP for the County's self-funded medical plan was issued on May 27, 2022 to replace the current contract which expires on December 31, 2022. The results of that RFP and subsequent award recommendation to United Healthcare were protested in accordance with section 2-55 of the Palm Beach County Code. This protest caused a significant delay in our planning, programing and change management associated with Open Enrollment which begins on October 18, 2022. Because of this, Risk Management found itself in a position where negotiations for a one year extension/emergency contract with Cigna were essential to ensure we met the timelines necessary for the 2023 plan year enrollment of approximately 8,500 lives. This extension is for a sixth year for the period of January 1, 2023 through December 31, 2023 only. The contract extension/amendment includes opportunity for savings in pharmacy rebates as well as limited trend increases for certain services during the one year extension period. Risk management will begin negotiating with United Healthcare as soon as possible, with the intent to enter into a five-year agreement which will formally take effect for plan year 2024.



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Contractor(s)	Project	Contract Amount S/M/WBE Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
<u>EXHIBIT P</u> Motorola Solutions, Inc.	One time purchase of equipment, installation and training per per Purchase Order #SS092722-31.	\$555,920.00 S/M/WBE: \$0	Facilities Development & Operations 4110-121-A029-6401	Thelwell	

The Department of Facilities Development & Operations (FDO) requested the one time purchase in the amount of \$555,920 for equipment, installation and training to replace existing Motorola dispatch consoles at the Palm Beach International Airport (PBIA). This purchase was approved by the Board of County Commissioners (Board) on its regular agenda on July 12, 2022 in accordance with Chapter 332, Florida Statutes. However, after this Board approval, the vendor, a sole source, required that the County agree to a limitation of liability provision that deviates from the County's standard requirements. In accordance with PPM CW-F-049, the Department of Risk Management and the County Attorney's Office have approved changes that include a disclaimer of consequential damages, a modification to the indemnity clause limiting Motorola's duty to indemnify to Motorola's negligence, gross negligence or willful misconduct, and a limitation of liability to the amount of fees paid by the County. The limitation of liability does not apply to vendor's requirement to indemnify the County for claims related to personal injury, death or tangible property damage, and the cap does not apply to vendor's duty to defend the County from claims due to intellectual property infringement. Due to the sole source nature of this purchase, FDO recommends approval. Awardee is located outside of Palm Beach County. This sole source contract is exempt from the EBO Ordinance.

**TOTAL AMOUNT OF ALL AWARDS: \$15,277,965.07**