

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Capital Expenditures	\$1,549,030				
Operating Costs	\$20,000				
External Revenues (Grants)					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$1,569,030				

ADDITIONAL FTE

POSITIONS (Cumulative) _____

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

Budget Account No: Fund 4111/4100 Department 121/120 Unit A394-445/1430 Object 6401/5111
 Reporting Category _____

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

Approval of this item will provide funding for the Contract in the amount of \$1,569,029.33. This item is a companion to Item 3F2 on this agenda, which provides for a reduction to the Phase 3 Project in the amount of \$1,701,597.37 to provide for the direct purchase of holdroom furniture for Concourse B. The cost of the new furniture is \$1,549,029.33, resulting in cost savings in the amount of \$152,568.04 to the County. An additional \$20,000 is needed for the purchase of materials to repair existing holdroom furniture.

Grant, passenger facility fee and bond reimbursements will be determined as invoices are received.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature] 4/10/2026
 OFMB
 4/19

[Signature] 4/24/26
 Contract Dev. and Control
 207 4.23.26

B. Legal Sufficiency:

[Signature] 4/27/26
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

REVISED 11/17

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

Board of County Commissioners

Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell, Jr.



County Administrator

Joseph Abruzzo

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
SOLE SOURCE SOLICITATION**

SOLICITATION #SS26-0123/LAC

**ARCONAS FLYAWAY SEATING,
PURCHASE, INSTALLATION, & MATERIALS**

SUBMISSION DATE: March 25, 2026 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: Lynn Clavette, Purchasing Manager
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415-3199

E-mail: lclavette@pbc.gov or PUR-Procure-Solicit@pbc.gov

Solicitation may be submitted via 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

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 the 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 R2025-0748, 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, 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 the 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 the 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 R2013-1470,

R2015-0572 and R2024-0549, as may be 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:** 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. 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 the contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in the 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 the 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 the 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 THE 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 the contract, or from any other matter generated by or relating to the contract.
- m. **NO THIRD PARTY BENEFICIARIES:** No provision of the 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 the 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 section 287.135, Florida Statutes, as may be amended, 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 section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.
 2. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):**
As provided in section 287.135, Florida Statutes, as may be amended, 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 With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.
- o. **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

Pursuant to F.S. 286.101, as may be amended, by entering into a Contract or performing any work in furtherance hereof, the vendor certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

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 the 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. **Waiver of Minor Irregularity**

An irregularity in a vendor's submitted solicitation documents is deemed minor for purposes of correction when: (1) its waiver would not deprive the County of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and (2) the irregularity is of such a nature that its waiver would not adversely affect competitive bidding by placing a vendor in a position of advantage over other vendors or by otherwise undermining the necessary common standard of competition. Pricing errors are never considered a minor irregularity.

In situations where a bid or proposal has incomplete, missing or unsigned required documents, which are deemed a minor irregularity, the Director of Procurement may allow the Vendor/Proposer up to five business days to correct said minor irregularity, per Section 2-54 (C)(6)(a)(2), Palm Beach County Code. The decision whether to waive a minor irregularity is within the sole discretion of the Director of Procurement.

c. **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 the 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.

d. **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. Delivered items shall be inspected within 10 days of receipt. 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 TAXES:** 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 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 shall send copies of invoices, no later than the 15th of the following month, to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be accepted. Should this contract have approved subcontractor(s), the vendor shall reimburse the subcontractor(s) within ten (10) business days of receipt of payment from the County.

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

Payment shall be made by the County in 33% of the total order amount upon order date, 33% prior to shipping goods / services, and the final 33% payment shall be made 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 the 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 the 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 the 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.

8. **E-VERIFY – EMPLOYMENT ELIGIBILITY**

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

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

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

9. **Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701**

Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Vendors are further notified that the County's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

10. **HUMAN TRAFFICKING AFFIDAVIT**

Vendor warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Vendor has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

11. **DIGITAL ACCESSIBILITY COMPLIANCE**

Vendor acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Vendor represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Vendor shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, Vendor shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Vendor shall promptly remediate the noncompliance at no additional cost to the

County and within a timeframe specified by the County. Vendor shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Contract.

THIS IS THE END OF "GENERAL CONDITIONS"

**SPECIAL CONDITIONS
SOLICITATION #SS26-0123/LAC**

**ARCONAS FLYAWAY SEATING,
PURCHASE, INSTALLATION, & MATERIALS**

11. GENERAL/SPECIAL CONDITION PRECEDENCE

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

12. POST AWARD MEETING

Within 10 days after receipt of notification of award, vendor shall meet with Department of Airports representative(s) to discuss job procedures and scheduling.

Vendor shall contact Megan Davis at 561-471-7438 to arrange meeting.

13. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R2013-1470, R2015-0572 and R2024-0549, as may be amended. County staff representing the User County Department will contact the vendor and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Vendor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the vendor or its subcontractor terminates an employee who has been issued a badge, the vendor must notify the County within two (2) hours. At the time of termination, the vendor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Vendor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated vendor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

14. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport)

All individuals working at the Palm Beach International Airport ("PBI") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBI Security Identification Display Area ("SIDA"), Sterile Area and the Air Operations Area ("AOA"), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports' Security Office ("Airport Security Office") will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The vendor shall be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement or entry on any security program, record, application, report, access, or identification media, or any other document that is kept, made or used to show compliance with the CHRC requirements. The term "persons" includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The County reserves the right to suspend any Vendor, subject to the requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the County regarding a badged vendor employee or Subcontractor employee that has been terminated.

15. CATALOGS, MANUFACTURER SUGGESTED RETAIL PRICES (MSRP), ETC. CURRENT CATALOGS AND/OR MSRP'S ARE NOT REQUIRED TO BE SUBMITTED WITH RESPONSE.

Upon request, the vendor shall supply at no charge current catalogs and/or MSRP's for all awarded manufacturers. The vendor shall provide updated and current catalogs and MSRP's 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 must be accompanied by a cover letter clearly identifying 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.

16. 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

17. AUDIT

All items sold to Palm Beach County as a result of this solicitation award 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.

18. TIME AND MATERIAL CONTRACT (PARTS/MATERIALS PRICING)

The price to be paid for parts/materials sold to Palm Beach County as a result of this solicitation shall be based on the specified catalog or list price in effect when parts/materials are ordered, less all applicable discounts to the County. In no event shall the price exceed the vendor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower. **Any sales tax paid by the vendor to its suppliers for parts/materials sold to the County as a result of this solicitation are reimbursable by the County to the vendor.**

19. F.O.B. POINT

The F.O.B. point shall be destination, which shall be Palm Beach International Airport, Main Terminal, 1000 Turnage Boulevard, West Palm Beach, FL 33406. Responses showing other than F.O.B. destination shall be rejected. Vendor retains title and assumes all transportation charges, freight, shipping, surcharges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

20. TIME FOR COMPLETION / DELIVERY

Vendor acknowledges and agrees that the time of completion/delivery is an essential condition of the contract.

By submitting a response, vendor, if awarded contract, agrees to begin production not later than thirty (30) days after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within an agreed upon timeframe.

21. AS SPECIFIED

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

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Vendor shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

22. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this solicitation is for twelve (12) months, with four (4), twelve (12) month renewal options. The anticipated value during the contract term is \$1,569,029.33. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to resolicit 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.

23. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, vendor is cautioned to quote in accordance with the unit specified on the response page.

24. ADDITIONAL QUANTITIES

Upon mutual written agreement, for a period not exceeding twelve (12) months from the date of award, Palm Beach County reserves the right to purchase from the vendor any amount of additional items at the prices offered in response to this solicitation under the same terms and conditions. Change in quantities resulting in a reduction greater than aggregate of \$20,000 will incur a 35% restocking fee of the canceled amount.

25. EQUIPMENT

- A. **The scope** of these specifications is to ensure the delivery of a complete unit ready for operations. The apparent silence of any specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. Omission of any essential detail from these specifications does not relieve the vendor from the furnishing of a complete unit.
- B. **All equipment** must be new, of current manufacture in production at the time of solicitation submission, and carry factory warranties. At least two (2) complete shop repair manuals, maintenance instructions, and parts list must be furnished with each type of equipment at the time of delivery.

26. TURNKEY

The vendor shall provide for a turnkey system. The omission of any essential detail from these specifications does not relieve the vendor from furnishing a complete and functioning system. This includes, but shall not be limited to, all labor, travel, hardware, software, related materials, installation, on-site training, and support minimally equal to the warranty term. No additional compensation shall be allowed beyond the price offered on the response page.

27. WARRANTY

The vendor shall fully warrant all items and equipment furnished hereunder against defect in materials and/or workmanship for a period of ten (10) years from 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, immediately upon written notice from the Director of Purchasing.

Upon written notice of the defect during the applicable warranty period, Arconas will at its option either repair or replace the defective component free of charge. During the first year of this period, the units shall be repaired in the field at Arconas' expense. After the first year any components found faulty will be replaced at Arconas' expense for installation at the client's expense.

The warranty does not apply to durability, marking, or fading of upholstery or paint finishes, nor to damage resulting from misuse, abuse, negligence or accident. Normal wear and tear, and natural variations of finishes are not considered defects.

The warranty does not apply to damage cause by a carrier or alterations to the product not authorized by Arconas. A product will not be considered defective if the product is not used as intended or installed and/or maintained as recommended in Arconas' written installation and maintenance manuals and protocols. Arconas shall not be held liable for consequential, economic or incidental damages arising from any product defect.

Warranty Exclusions:

- a. Arconas warrants the material and workmanship of all products except in the case where the customer assembles and installs product, whereby Arconas warrants the materials and workmanship of the components only but not the workmanship of the assembly and installation.

- b. Fabric is warranted by the manufacturer.
- c. Electrical components are covered under a separate warranty for a period of one (1) year.

28. ATTACHMENT(S)

Attachment #1 is included and is considered to be a component of this solicitation.

29. PACKAGING / SHIPPING LABELS

Each carton, case, and/or package delivered as a result of this solicitation shall include a shipping label and packing slip. Each shipping label shall specify the purchase order or term contract delivery order (DO) number, and the carton/case/package number per total number of cartons/cases/packages shipped for the order. Each packing slip (and all required copies) shall specify the vendor's name, part number, part description, and the quantity for each part delivered. Parts delivered in the original manufacturer's cartons/cases/packages are acceptable, and each carton/case/package shall be labeled or marked with specific information including but not limited to manufacturer's name, part number, product type and style, brand name, size, weight, dimensions, compositional materials, and carton/case/package quantity.

30. WORK SITE SAFETY/SECURITY

The vendor shall at all times guard against damage or loss to the property of Palm Beach County, the vendor's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the vendor shall provide fences, signs, barricades, flashing lights, etc., at no additional cost to the County, necessary to protect and secure the work site(s) and ensure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, vendor shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the vendor or its agents.

31. INSURANCE REQUIRED

It shall be the responsibility of the vendor to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the vendor shall, during the term of the contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Vendor shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Vendor shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event vendor neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing vendor to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the vendor indicating either the vendor does not own any vehicles, and if vehicles are acquired throughout the term of the contract, vendor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Vendor shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of insurance, evidencing that required insurance coverages have been procured by the vendor in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your response non-responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415. It is the responsibility of the vendor to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Vendor shall agree that all insurance coverage required herein shall be provided by Vendor to County on a primary basis.

THIS IS THE END OF "SPECIAL CONDITIONS"

**SOLE SOURCE SPECIFICATIONS
SOLICITATION # SS26-0123/LAC**

**ARCONAS FLYAWAY SEATING,
PURCHASE, INSTALLATION, & MATERIALS**

PURPOSE AND INTENT

The sole purpose and intent of this solicitation is to secure firm, fixed pricing for the purchase, delivery, and installation of Arconas furniture in the terminal and concourses at Palm Beach International Airport.

COUNTY'S RESPONSIBILITIES

The County shall:

1. Order on an as needed basis
2. Provide access to the delivery location.
3. NOT accept any minimum order requirements.

VENDOR'S RESPONSIBILITIES

Vendor shall:

1. Be bound by all terms, conditions, requirements and specifications of this solicitation.
2. Include shipping/freight charges in their unit pricing.

TECHNICAL REQUIREMENTS

ITEM #1 – FLYAWAY SERIES

- 18 - FLYAWAY 2 SEAT

ITEM #2 – ADA UNITS – 3 ARMS

- 16 - FLYAWAY 3 SEAT
- 12 - FLYAWAY 3 SEAT

ITEM #3 - ADA UNITS – 4 ARMS

- 19 - FLYAWAY 4 SEAT

ITEM # 4 - ADA UNITS – 5 ARMS

- 11 - FLYAWAY 4 SEAT

ITEM #5 - NON GRIPE SLIDE

- 5 - FLYAWAY 4 SEAT

ITEM #6 - 4 SEAT UNIT – 1 TABLE

- 90 - FLYAWAY 5 SEAT (C-4T)
- 13 - FLYAWAY 5 SEAT (C-5)

ITEM #7 - FLYAWAY CLUSTER SERIES

- 9 - FLYAWAY 6 SEAT
- 411 - FLYAWAY 3 DRINK HOLDER
- 739 - MAHARAM LARIAT (CSP)
- 88 - FLYAWAY BACK TO BACK CONNNECTOR
- 47 - EMBROIDERY ADA (WHEELCHAIR LOGO)

ITEM #8 - INPOWER FLEX 3 SERIES

- 99 V3 NORTH AMERIXAN KIT (6FT JUMPER CORD)
- 99 V3 NORTH AMERIXAN KIT (6FT JUMPER CORD)
- 13 V3 NORTH AMERICAN KIT (8FT JUMPER CORD)
- 46 CABLE MANAGEMENT
- 35 CABLE MANAGEMENT DEVICE 42.5"
- 103 CABLE MANAGEMENT DEVICE 65.5"

ITEM #8 - INSTALLATION & PROJECT SERVICES

ITEM # 9 - SHIPPING FREIGHT

ITEM #10 - OEM REPLACEMENT PARTS/MATERIALS

INVOICE AND BILLING

One invoice shall be generated for each service call. This includes situations where multiple visits are required; however, pertain to the original service request. Invoices shall be submitted within thirty (30) days after services were provided, unless performed in September, then invoices must be submitted within five (5) days of the service being rendered to ensure funds are paid out of the correct fiscal year's appropriation of funds. Each invoice shall contain the following:

- a) Location name and address
- b) Date of service
- c) A Delivery Order (DO) number
- d) Service provided
- e) Fixed fee amount associated with the location/equipment if for a scheduled annual/quarterly maintenance service.
- f) The total number of hours including the appropriate hourly rate if for repair services.
- g) Itemized list of all parts for repair services used with their associated cost. Supporting documentation shall be provided for each part displaying the vendor's cost of actual items plus shipping cost.

CONTRACT CLOSEOUT PERIOD

Vendor shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Contractor's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to vendor after the expiration or termination of the contract.

COUNTY ACCEPTANCE

Delivered items shall not be considered accepted until an authorized agent for the County has, by inspection or test of such items, determined that they appear to fully comply with specifications. Delivered items shall be inspected within 10 days of receipt. The County may return, at the expense of the vendor and for a full refund, any item(s) received which fails to meet the County's specifications or performance standards. All packages, boxes, cartons/cases, and items contained therein, shall be free of contaminants and damage of any kind.

PAYMENT

Payment will be based on the unit price(s) offered on the response page(s). Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation, shipping, delivery, handling fees, surcharges and other items, facilities and services necessary to fully and completely provide the item(s) as specified herein. No additional compensation shall be offered or paid.

THIS IS THE END OF "SPECIFICATIONS"

**SOLE SOURCE RESPONSE PAGE
SOLICITATION # SS26-0123/LAC**

**ARCONAS FLYAWAY SEATING,
PURCHASE, INSTALLATION, & MATERIALS**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED OFFER OR TOTAL OFFER
	FLYAWAY SERIES				
1.	FLYAWAY 2 SEAT LINEAR UNIT (C-2), AS SPECIFIED HEREIN	18	EA	\$ <u>1,962.50</u>	\$ <u>35,325.00</u>
	ADA UNITS - 3 ARMS				
2.	FLYAWAY 3 SEAT LINEAR UNIT (C-3), AS SPECIFIED HEREIN	16	EA	\$ <u>2,787.50</u>	\$ <u>44,600.00</u>
3.	FLYAWAY 3 SEAT LINEAR UNIT (C-3), AS SPECIFIED HEREIN	12	EA	\$ <u>2,787.50</u>	\$ <u>33,450.00</u>
	ADA UNITS - 4 ARMS				
4.	FLYAWAY 4 SEAT LINEAR UNIT (C-4), AS SPECIFIED HEREIN	19	EA	\$ <u>3,594.50</u>	\$ <u>68,295.50</u>
	ADA UNIT - 5 ARMS				
5.	FLYAWAY 4 SEAT LINEAR UNIT, AS SPECIFIED HEREIN	11	EA	\$ <u>3,656.50</u>	\$ <u>40,221.50</u>
	NON-SLIP GLIDE				
6.	FLYAWAY 4 SEAT LINEAR, AS SPECIFIED HEREIN	5	EA	\$ <u>3,717.00</u>	\$ <u>18,585.00</u>
	4 SEAT UNIT - 1 TABLE				
7.	FLYAWAY 5 SEAT LINEAR UNIT (C-4T), AS SPECIFIED HEREIN	90	EA	\$ <u>5,489.00</u>	\$ <u>494,010.00</u>
8.	FL FLYAWAY 5 SEAT LINEAR UNIT (C-5), AS SPECIFIED HEREIN	13	EA	\$ <u>4,493.00</u>	\$ <u>58,409.00</u>
	FLYAWAY CLUSTER SERIES				
9.	FLYAWAY 6 SEAT CLUSTER UNIT (C-6), AS SPECIFIED HEREIN	9	EA	\$ <u>11,669.50</u>	\$ <u>105,025.50</u>
10.	FLYAWAY 3 DRINK HOLDER, AS SPECIFIED HEREIN	411	EA	\$ <u>110.50</u>	\$ <u>45,415.50</u>
11.	MAHARAM LARIAT-INDIGO (CSP), AS SPECIFIED HEREIN	739	EA	\$ <u>46.50</u>	\$ <u>34,363.50</u>
12.	FLYAWAY BACK TO BACK CONNECTOR RETRO FIT, AS SPECIFIED HEREIN	88	EA	\$ <u>357.00</u>	\$ <u>31,416.00</u>
13.	EMBROIDERY ADA (WHEELCHAIR LOGO), AS SPECIFIED HEREIN	47	EA	\$ <u>57.00</u>	\$ <u>2,679.00</u>

**SOLE SOURCE RESPONSE PAGE
SOLICITATION # SS26-0123/LAC**

**ARCONAS FLYAWAY SEATING,
PURCHASE, INSTALLATION, & MATERIALS**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED OFFER OR TOTAL OFFER
	INPOWER FLEX 3 SERIES				
14.	INPOWER FLEX V3 NORTH AMERICAN KIT USB-A (6FT POWER CORD), AS SPECIFIED HEREIN	99	EA	\$ <u>771.00</u>	\$ <u>76,329.00</u>
15.	INPOWER FLEX V3 NORTH AMERICAN KIT USB-A (6FT JUMPER CORD), AS SPECIFIED HEREIN	99	EA	\$ <u>771.00</u>	\$ <u>76,329.00</u>
16.	INPOWER FLEX V3 NORTH AMERICAN KIT USB-A (8FT JUMPER CORD), AS SPECIFIED HEREIN	13	EA	\$ <u>793.50</u>	\$ <u>10,315.50</u>
17.	CABLE MANAGEMENT DEVICE, AS SPECIFIED HEREIN	46	EA	\$ <u>57.00</u>	\$ <u>2,622.00</u>
18.	CABLE MANAGEMENT DEVICE 42.5" FOR 4 SEAT, AS SPECIFIED HEREIN	35	EA	\$ <u>113.50</u>	\$ <u>3,972.50</u>
19.	CABLE MANAGEMENT DEVICE 65.5" FOR 4 SEAT, AS SPECIFIED HEREIN	103	EA	\$ <u>170.00</u>	\$ <u>17,510.00</u>
	TWO PHASE DELIVERY & INSTALLATION				
20.	TURNKEY INSTALLATION & PROJECT SERVICES (PHASE 1 – 2026)	1	EA	\$ <u>118,000.00</u>	\$ <u>118,000.00</u>
21.	TURNKEY INSTALLATION & PROJECT SERVICES (PHASE 2 – 2028)	1	EA	\$ <u>142,705.00</u>	\$ <u>142,705.00</u>
22.	TEXTURA 0.22%	1	EA	\$ <u>3,294.67</u>	\$ <u>3,294.67</u>
	SHIPPING				
24.	FREIGHT	1	EA	\$ <u>38,000.00</u>	\$ <u>38,000.00</u>
TOTAL OFFER:					\$ <u>1,500,873.17</u>

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Continued...



**SOLE SOURCE RESPONSE PAGE
SOLICITATION # SS26-0123/LAC**

**ARCONAS FLYAWAY SEATING,
PURCHASE, INSTALLATION, & MATERIALS**

ITEM NO.	DESCRIPTION	SINGLE FIXED PERCENTAGE DISCOUNT FROM CURRENT MSRP
1.	ARCONAS OEM REPLACEMENT PARTS/MATERIALS	50%

Acknowledge Criminal History Records Check requirement, per Special Conditions, per Term #__?

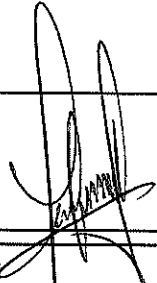
<p align="center">* PLEASE AFFIX SIGNATURE WHERE INDICATED</p> <p>By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's solicitation, without exception, change or alteration of any kind, except as may have been amended by the County prior to the due date of this solicitation.</p>	
<p>COMPANY NAME: (Enter the entire legal company name of the bidding entity)</p> <p>Arconas Inc.</p>	<p>DATE:</p> <p>March 24, 2026</p>
<p>* SIGNATURE: </p>	<p>PRINT NAME: Pablo Reich</p> <p>PRINT TITLE: Executive Vice President</p>
<p>ADDRESS: 220 S Elm Street</p>	
<p>CITY / STATE: High Point, NC</p>	<p>ZIP CODE: 27260</p>
<p>TELEPHONE # (905) 272 0727</p> <p>EMERGENCY # ()</p> <p>TOLL FREE # (800) 387-9496</p>	<p>E-MAIL: preich@arconas.com</p> <p>FAX #: ()</p>
<p>APPLICABLE LICENSE(S) NUMBER # n/a TYPE: n/a</p>	
<p>FEDERAL ID # 30-1308432</p>	

EXHIBIT A


SOLICITATION # SS26-0123/LAC

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Arconas Inc. (Vendor) and attest that Vendor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.



(signature of officer or representative)

Dan Nussbaum, President

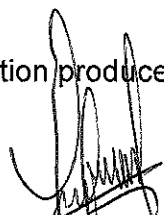
(printed name and title of officer or representative)

State of Province of Ontario, Canada, County of _____

Sworn to and subscribed before me by means of physical presence or online notarization this, 24th day of March 2026, by Dan Nussbaum.

Personally known OR produced identification .

Type of identification produced _____



NOTARY PUBLIC

My Commission Expires: _____
State of _____ at large

Pablo Gaston Reich, Notary Public, Province of Ontario, limited to the attestation of instruments and the taking of affidavits, for Arconas Corporation and Arconas Investments Ltd. Expires June 16, 2027.

.(Notary Seal)

ARCONAS

December 9th, 2025

Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Attn: Lauren Scott, AAE, ACE
Deputy Director Planning & Development

Dear Lauren,

Subject: Arconas Flyaway Seating

Project Name: Palm Beach International Airport, Concourse B Expansion –Furniture

The purpose of this letter is to provide additional information that may assist the Palm Beach County Department of Airports with the seating procurement for the above-referenced project.

Arconas is the exclusive and sole designer and manufacturer of the Flyaway public seating series. By conducting the procurement process directly with Arconas, we guarantee that Palm Beach County DOA will benefit from the best possible prices available for this product.

If you have any questions or require additional information, please do not hesitate to contact Lucia Kortscheff at (905) 890 4567 or lkortscheff@arconas.com

Sincerely,



Dan Nussbaum, President
Arconas

Head Office
Arconas Corporation
5700 Keaton Crescent
Mississauga, ON
Canada L5R 3H5

United States
Arconas Inc.
220 S. Elm Street
High Point, NC 27260
U.S.A.

Contact
Telephone: +1-905-272-0727
Toll free: +1-800-387-9496
Email: info@arconas.com
Web: arconas.com