



Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 242-6744

www.pbcgov.com/purchasing



**Palm Beach County
Board of County
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Form L

February 21, 2020

Eaton US Holdings, Inc.
dba Cooper Crouse-Hinds LLC
Marybeth Marx, General Manager
1200 Kennedy Road
Windsor, CT 06095

TERM CONTRACT #SS450907

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for EATON CROUSE-HINDS, L-890 AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM (ALCMS), EQUIPMENT, MAINTENANCE, SERVICE, TRAINING, UPGRADES, AND OEM PARTS based on:

SOLICITATION #SS450907/HS

The term of this contract is 02/24/2020 through 11/24/2024, and has an estimated dollar value of \$199,000.

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

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Holly Skeen, Buyer at hskeen@pbcgov.org.

Sincerely,

Kathleen M. Scarlett
Director

c: **Uriah McCalla, Airports**
File

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**BOARD OF COUNTY COMMISSIONERS
SOLE SOURCE SOLICITATION**

#SS450907/HS

**EATON CROUSE-HINDS, L-890 AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM
(ALCMS), EQUIPMENT, MAINTENANCE, SERVICE, TRAINING, UPGRADES, AND OEM PARTS,
TERM CONTRACT**

DUE DATE: FEBRUARY 26, 2020 AT 4:00 P.M.

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

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

SUBMIT SOLICITATION TO:

Palm Beach County Purchasing Department
Attention Buyer: Holly Skeen
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415-3199
Fax #: 561.242.6728
E-mail: hskeen@pbcgov.org

Solicitation may be submitted via fax or e-mail.

C A U T I O N

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

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.
50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800**

SPECIAL CONDITIONS

1. GENERAL/SPECIAL CONDITION PRECEDENCE

The agreed upon terms and conditions in Maintenance Service Contract between Eaton Crouse-Hinds and Palm Beach County, dated, November 21, 2019, shall apply to this Sole Source Solicitation #SS450907/HS. In the event of conflict between the Special Conditions and Maintenance Service Contract, the provisions of the Maintenance Service Contract shall have precedence.

2. 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 Contractor, 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 Contractor employee or Subcontractor employee that has been terminated.

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

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

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

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

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

4. 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

5. AUDIT

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

6. TIME AND MATERIAL CONTRACT (MATERIAL PRICING)

The price to be paid for 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 material is ordered, less all applicable discounts to the County, and that 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 Federal or State taxes paid by the vendor to its suppliers for materials sold to Palm Beach County as a result of this award are not reimbursable by Palm Beach County to the vendor.

7. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term through 11/20/2024. The County will order on an "as needed" basis.

8. F.O.B. POINT

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

9. TIME FOR COMPLETION / DELIVERY

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

Unless otherwise quoted and agreed to, vendor agrees to begin work not later than five (5) calendar 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.

10. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this solicitation is through 11/20/2024 months. The anticipated value during the contract term is \$199,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements.

11. ATTACHMENT(S)

Appendix A is included and is considered to be a component of this solicitation.

12. 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 insure 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.

SPECIFICATIONS
SOLICITATION #SS450907/HS

EATON CROUSE-HINDS, L-890 AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM (ALCMS), EQUIPMENT, MAINTENANCE, SERVICE, TRAINING, UPGRADES, AND OEM PARTS, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this solicitation is to secure firm, fixed annual pricing and single fixed percentage discount from current MSRP and establish a term contract for the purchase of equipment, maintenance, service, training, upgrades and OEM parts for the Airfield Lighting Control and Monitoring System (ALCMS), for Eaton Couse-Hinds for Palm Beach County.

GENERAL

The annual cost provided on the response pages shall cover the cost of all supervision, material, labor, travel, fuel, mileage, mobilization, demobilization, equipment, tools, transportation, and any other incidental cost to provide complete maintenance services, inclusive of any repair services, for the ALCMS system. Replacement OEM parts are not included within the annual cost of maintenance.

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

The purchase of OEM parts and products, outside of preventative maintenance, shall be quoted on an "as needed" basis.

The purchase of OEM parts ONLY with or without service shall be billed at the single fixed percentage discount from current MSRP as indicated on the Response page.

Vendor is cautioned to calculate their discount percentage carefully. Separate shipping charges are not allowed under the contract, and shall be taken into consideration when offering your percentage discount.

COUNTY'S RESPONSIBILITIES

The County shall:

- A. Order on an as needed basis.
- B. Order services via delivery order.
- C. Provide access to work area and equipment.
- D. Designate an Airport representative, which shall have the responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery.
- E. Reserve the right to require the removal of any of the vendor's employees from the project, if in the County's judgement, such removal is necessary to protect the County's interest.
- F. Inspect the service upon completion of work, unless prior arrangements are made with the vendor to ensure that the work is acceptable.

VENDOR'S RESPONSIBILITIES

Vendor shall:

- A. Be bound by all terms, conditions and requirements of this solicitation.
- B. Coordinate all activities with the designated Airport representative.
- C. Provide service for equipment on-site during normal working hours, Monday through Friday, 7:00 a.m. to 3:30 p.m.
- D. **Not** substitute equipment without prior approval from the designated Airport representative.

- E. Be responsible for all travel and associated expenses to and from their facility.
- F. Provide emergency call-out service, unscheduled service, as required.
- G. Perform all services in accordance with Manufacturer's requirements / specifications and all applicable city, state, federal and safety regulations.
- H. Obtain written approval prior to commencement of work.
- I. Provide all labor, tools, equipment, parts, materials and accessories necessary to complete maintenance/repairs.
- J. Be required to supply OEM replacement parts or the manufacturer's approved equal.
- K. Return all parts to the County, to be disposed of at their discretion.

COUNTY ACCEPTANCE

Delivered service, repairs, and 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. The County may return, at the expense of the vendor and for a full refund, any item(s) received which fail to meet the County's specifications or performance standards.

PAYMENT

Payment is based on the pricing provided on the response pages. Payment shall be rendered ONLY upon the County's acceptance. Acceptance shall be deemed to have occurred unless County provides email notice of rejection within 24 hours of delivery and/or completion of service. Price shall include, all supervision, material, labor, travel, fuel, mileage, mobilization, demobilization, equipment, tools, transportation, and other facilities and services necessary to fully complete the service as specified above.

**SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS450907/HS**

**EATON CROUSE-HINDS, L-890 AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM
(ALCMS), EQUIPMENT, MAINTENANCE, SERVICE, TRAINING, UPGRADES, AND OEM PARTS,
TERM CONTRACT**

ITEM NO.	DESCRIPTION	UNIT PRICE
1.	STANDARD MAINTENANCE SUPPORT AGREEMENT FOR ALCMS, YEAR 1, (2/21/2020 – 11/20/2020), AS SPECIFIED HEREIN	<u>\$17,500.00</u>
2.	STANDARD MAINTENANCE SUPPORT AGREEMENT ALCMS, YEAR 2, (11/21/2020 – 11/20/2021), AS SPECIFIED HEREIN	<u>\$18,112.00</u>
3.	STANDARD MAINTENANCE SUPPORT AGREEMENT FOR ALCMS, YEAR 3, (11/21/2021 – 11/20/2022), AS SPECIFIED HEREIN	<u>\$18,746.00</u>
4.	STANDARD MAINTENANCE SUPPORT AGREEMENT FOR ALCMS, YEAR 4, (11/21/2022 – 11/20/2023), AS SPECIFIED HEREIN	<u>\$19,403.00</u>
5.	STANDARD MAINTENANCE SUPPORT AGREEMENT FOR ALCMS, YEAR 5, (11/21/2023 – 11/20/2024), AS SPECIFIED HEREIN	<u>\$20,641.00</u>
6.	ADDITIONAL VISIT(S) FOR STANDARD MAINTENANCE (SERVICE ONLY), AS SPECIFIED HEREIN	<u>\$2,200.00/DAY</u>

Continued...

FIRM NAME : _____

**SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS450907/HS**

**EATON CROUSE-HINDS, L-890 AIRFIELD LIGHTING CONTROL AND MONITORING SYSTEM
(ALCMS), EQUIPMENT, MAINTENANCE, SERVICE, TRAINING, UPGRADES, AND OEM PARTS,
TERM CONTRACT**

ITEM	DESCRIPTION	SINGLE FIXED PERCENTAGE DISCOUNT FROM CURRENT MSRP
7.	EATON OEM REPLACEMENT PARTS	_____ %

Acknowledge Criminal History Records Check requirement, per Special Conditions, Term #2? YES/INITIAL _____

Acknowledge Insurance requirements, per Maintenance Service Contract, Item 11? YES/INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's solicitation, without exception, change or alteration of any kind, except as may have been amended by the County prior to the due date of this solicitation.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
* SIGNATURE: _____	PRINT NAME: PRINT TITLE:	
ADDRESS: _____		
CITY / STATE: _____		ZIP CODE: _____
TELEPHONE # () EMERGENCY # () (as required herein) TOLL FREE # ()	E-MAIL: FAX #: ()	
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____		
FEDERAL ID # _____		