

6B-2

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 12, 2022 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) A sole source procurement in the amount of \$555,920 for the furnishing of equipment, installation and training by Motorola Solutions, Inc. to replace the existing Motorola radio dispatch consoles in the Palm Beach International Airport (PBI) Communications Center and install two new ones in the PBI Alternate Communications Center; and

(B) A Budget Transfer in the amount of \$260,000 in the Airports Capital Project fund, including a reclass from Reserves in the amount of \$260,000. The amount of \$295,920 is in the current budget for this project.

Summary: The PBI Operations Communications Center is the critical management hub for all radio communications throughout the Airport. This includes the Federal Aviation Administration (FAA), Palm Beach County Fire Rescue, Palm Beach County Sheriff's Office, and Internal Maintenance and Security Operations. The Communications Center is operational on a continuous basis, year-round, and houses 5 dispatch stations dedicated to PBI communications. These critical communications are accomplished via direct access to the P25 Public Safety Radio System (PSRS), which is managed by the Facilities Development and Operations (FDO) department. The existing consoles have reached the end of their useful life, the manufacturer can no longer support them, and require replacement. To ensure that PBI retains its ability to operate on the PSRS, the new consoles must be fully compatible to directly connect to the County's PSRS. The Motorola MCC7500e internet protocol radio console is the only radio console that can support County existing native wireline control of trunking, talk groups and private calls. Motorola Solutions, Inc. is the exclusive dealer and service agent for the MCC7500e consoles. Therefore, a sole source procurement is required. The new Motorola Radio Consoles will replace the end of life consoles in the Communications Center and provide new consoles for the Alternate Communications Center. Pursuant to changes to Chapter 332, Florida Statutes, effective October 1, 2020, a governing body of a commercial service airport may not approve purchases of contractual services in excess of the Category Five threshold amount of \$325,000 provided in Section 287.17, Florida Statutes, on a consent agenda. This sole source procurement exceeds the threshold amount and must be approved on the regular agenda. **(FDO Administration) Countywide (MWJ)**

Background & Policy Issues: Pursuant to Section 2-54(f)(2) of the Palm Beach County Purchasing Code, sole source purchases may be authorized when the Director of the County Department requesting the purchase has documented in writing, as evidenced by the corresponding supporting documentation, that the good or service requested is the only one that meets the established needs and that said good or service is only available through one source.

Attachments:

1. Location Map
2. Sole Source Justification Memo
3. Budget Transfer
4. BAS

Recommended By:  6/15/22
Department Director Date
Approved By:  7/8/22
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	\$555,920	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$555,920	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No X

Does this item include the use of federal funds Yes _____ No X

Budget Account No: Fund 4110 Dept 121 Unit A029 Object 6401
Program _____

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

A budget transfer of \$260,000 in the Airports Improvement Development Fund, including a transfer from Reserves in the amount of \$260,000, is required for this project. Airport local funding in the amount of \$295,920 of is available in the current budget.

Fixed Assets Number N/A

C. Departmental Fiscal Review: Robert Eric Mulla
HBBM

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

ABD 6/22/22 J. J. Jaworski 6/28/22
OFMB 6/24/22 Contract Development and Control 6-28-22 TW

B. Legal Sufficiency:

[Signature] 6/28/22
Assistant County Attorney

C. Other Department Review:

Anna Burke
Department Director

This summary is not to be used as a basis for payment.

Attachment 1 Location Map





**Facilities Development &
Operations Department**

2633 Vista Parkway
West Palm Beach, FL 33411

Telephone - (561) 233-0200
www.pbcgov.com/fdo

**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

TO: Isami Ayala-Collazo, Director III
Facilities Development & Operations

THRU: Jimmy Beno, Director I
Facilities Development & Operations

FROM: Michael A. Gordy, Division Director IV
Electronic Services & Security

DATE: May 16, 2020

SUBJECT: Sole-Source Procurement Motorola Radio Consoles
Replacement and Expansion for PBIA

The Electronic Services & Security Division is requesting the sole-source procurement for replacement and expansion of Motorola MCC7500e radio consoles for PBIA at the following locations:

- Airport communication center (Bldg. 846)
- Airport communication center (Airport Terminal , 2nd level)

Based on our expertise and a comprehensive search of the marketplace, staff found:

1. The Motorola MCC7500e, internet protocol radio console is the only radio console solution that can support County existing native wireline control of Astro25 trunking, talkgroups and private calls.
2. Motorola is the only manufacturer that can provide the unique characteristics that meet PBIA's radio communication requirements.
3. Motorola is the exclusive dealer/service agent for install and service of the referenced equipment (see the attached Motorola sole-source letter).

For the above stated reasons and the attached supporting documentation from Motorola, ESS is requesting that the Motorola MCC7500e to be considered for approval as sole-source procurement.

Attached is a sole-source letter from the vendor confirming that Motorola is the only provider of this radio console.

Cc: Fernando DelDago, Director I, FDO CID
Gilbert Morales, Division Director II, FDO ESS
Rich Avery, Project Manager, FDO CID
Y Minh Ho, Electronic Systems Planner, FDO ESS
Mark Filla, Radio System Manager, FDO ESS

ATTACHMENT 2



MOTOROLA
SOLUTIONS

May 16, 2022

Palm Beach County PBIA
2633 Vista Parkway
West Palm Beach, FL 33411

Reference: Sole Source Procurement

To Whom It May Concern:

This response is pursuant to your request regarding the Sole Source Justification for the procurement of dispatch consoles for use on the Palm Beach County radio network at Palm Beach International Airport. This letter confirms that Motorola Solutions is the only the manufacture that can provide and install the MCC7500e consoles that support native wireline control of ASTRO 25 trunking talkgroups and private calls and thus the only manufacturer that can provide the following benefits and features:

- Gives dispatchers access to infrastructure control features
- Enables dispatcher patches and multi-select transmissions to be done using the infrastructure's regrouping capabilities
- Provides dual parallel Ethernet paths to the main and back-up master sites
- Enables Control of who does and doesn't have access to their talkgroups
- Ensure the alert tones and channel marker tones are not distorted by P25 Vocoder
- Provides a logging interface that provides all meta data associated with radio traffic
- Ensures audio associated with P25 calls is also passed to the logging recorder in it's native vocoded format to preserve audio quality
- Supports encryption and decryption of voice traffic within each dispatch position and logging interface.
- Supports up to 6 encryption algorithms simultaneously
- Obtains it configuration information from the radio system's configuration manager, eliminating the need to reenter information into multiple databases.

If you have any questions please feel free to contact Jeff Moser at 561-323-8968 or jmoser@emciwireless.com

Sincerely,

Maurizio Callari, Area Sales Manager
Motorola Solutions, Inc.

22 - 0801

BUDGET TRANSFER
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

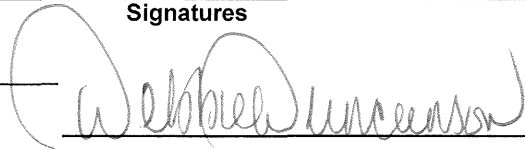

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Fund 4110 Airport Passenger Capital Project Fund

Advantage Document Numbers:
BGEX 051222*1330

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/13/2022	REMAINING BALANCE
<u>Expenditures</u>								
121-A029-6401	Machinery and Equipment	381,602	386,151	260,000	0	646,151	21,560	624,591
121-A900-9908	Reserves Improvement Program	1,878,962	2,075,173	0	260,000	1,815,173	0	1,815,173
Total Appropriations & Expenditures				260,000	260,000	0		

OFMB	Signatures	Date	By Board of County Commissioners
INITIATING DEPARTMENT/DIVISION		6/13/22	At Meeting of
Administration/Budget Department Approval		6/22/22	July 12, 2022
OFMB Department - Posted			Deputy Clerk to the Board of County Commissioners

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 2/17/2022 REQUESTED BY: Y Ho PHONE: 233-0838

PROJECT TITLE: -PBIA Motorola Radio System Upgrade
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$ 555,920.00

IST PLANNING NO.:

REQUESTED AMOUNT: \$ 555,920.00

BCC RESOLUTION#:

CSA or CHANGE ORDER NUMBER:

DATE: 02/17/2022

LOCATION: 846 Turnage Blvd, Wpb, FL 33406

BUILDING NUMBER: 774

DESCRIPTION OF WORK/SERVICE LOCATION: Replace end of life radio system

PROJECT/W.O. NUMBER: 2020-043252

CONSULTANT/CONTRACTOR: Motorola Solutions

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

CONSTRUCTION	\$ 141,465.00
PROFESSIONAL SERVICES	\$ 7,795.00 - Training
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$ 406,660.00
CONTINGENCY	\$
TOTAL	\$ 555,920.00

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: 4110 DEPT:121 UNIT:A029 OBJ: 6401

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- ☐ Ad Valorem (Amount \$)
- ☐ Infrastructure Sales Tax (Amount \$)
- ☐ State (source/type: Amount \$)
- ☐ Federal (source/type: Amount \$)
- ☐ Grant (source/type: Amount \$)
- ☐ Impact Fees: (Amount \$)
- ☒ Other (source/typeRevenue Amount \$)

Department: Airports

BAS APPROVED BY: See Attached DATE 5/11/22

ENCUMBRANCE NUMBER:

ATTACHMENT 4

**ATTACHMENT 2
CATEGORY FIVE PURCHASE APPROVAL REQUEST**

Name of Requestor: Shawna Larose

Initiating Division: Planning and Community Affairs

Anticipated Contract/Purchase Amount: \$555,920


Solicitation/Procurement Type: Sole Source through FDO

Alternate Source Selection Justification (if applicable): Not applicable.

Description of Commodity/Contractual Service: Construction, training, and equipment to replace the existing Motorola radio dispatch consoles in the Communications Center and install two new consoles in the main terminal as an alternate Com Ctr.

Reviewed/approved by (initial blank below):

 Division Director of Initiating Division

 Deputy Director of Finance & Administration

Routed through:

SMWL 05/10/22 Airports Special Projects Coordinator

For Alternate Source Selection only (circle one): Concur/Does Not Concur
(Complete additional sheet with reason for non-concurrence if applicable)

Approval/Disapproval (circle one): 
Airport Director/Senior Deputy Director Signature

Date of Approval/Disapproval: 5-11-22

Special Directions (if any): _____

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

Sandy

Contractor(s)	Project	Contract Amount S/M/W/B/E Dollar Amount/Percentage of Participation	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
EXHIBIT P Motorola Solutions, Inc.	One time purchase of equipment, installation and training per per Purchase Order #SS092722-31.	\$555,920.00 S/M/W/B/E: \$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 (PBI). 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

Board of County Commissioners

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Dave Kerner
Maria G. Marino
Maria Sachs
Melissa McKinlay
Mack Bernard



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
SOLE SOURCE SOLICITATION**

SOLICITATION #SS052422-16/SS

MOTOROLA RADIO CONSOLES, PURCHASE, DELIVERY AND INSTALLATION OF

SUBMISSION DATE: SEPTEMBER 21, 2022 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: SANDY SHEA, SENIOR BUYER
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415-3199
Fax #: (561) 242-6723
E-mail: sshea@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

PALM BEACH COUNTY
PURCHASE ORDER/TERM CONTRACT STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between Palm Beach County (referred to as County or Customer) and Motorola Solutions Inc. (referred as Motorola or Vendor).

VENDOR REGISTRATION

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>. **If vendor intends to use subcontractors, vendor must also ensure that all subcontractors are registered as vendors in the VSS system. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the VSS system. The County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in the VSS system.** It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of submissions. Palm Beach County shall not be responsible for the completeness of any solicitation that was not downloaded from the VSS system or obtained directly from the Purchasing Department.

MODIFICATIONS

No modifications of this order/contract, including but not limited to these terms and conditions, shall be binding upon County unless approved by an authorized representative of County's Purchasing Department.

ASSIGNMENTS

Assignments are prohibited unless prior written consent is given by the County and the Vendor.

EXCUSABLE DELAYS

The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order/contract.

DEFAULT

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

If it is determined that the successful 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 successful vendor), the rights and obligations of the parties shall be those provided in the provision "Termination for Convenience".

TERMINATION FOR CONVENIENCE

The County may, whenever the interests of the County so require, terminate the order/contract, in whole or in part, for the convenience of the County upon thirty (30) days written notice to Vendor. Unless directed otherwise in the notice of termination, the Vendor shall incur no further obligations in connection with the order/contract. The County will pay Motorola for the conforming Equipment and/or Software delivered and all services performed through the date of termination.

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.

NO THIRD PARTY BENEFICIARY

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

FOB

The F.O.B. point shall be destination. If the County agrees, freight charges may be prepaid by the Vendor and listed on the invoice; however, Vendor retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

PAYMENT TERMS

The Florida Prompt Payment Act is applicable to this solicitation. The County will pay correct invoices within 45 days of invoice date. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

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 offer; 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>.

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.

INVOICING

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

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

TAXES

The County is exempt from Federal and State taxes and shall provide a certificate of exemption upon request.

PURCHASE ORDER

The County will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

ORDER/CONTRACT

Vendor agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the County (i.e. Purchase Order, Term Contract Notice) a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this document, and the solicitation. Vendor certifies that the offer has been made by an officer or employee having the authority to bind the Vendor.

PRICING

- (1) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
- (2) The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response.
- (3) Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
- (4) Prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (5) All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

DELIVERIES

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

INSPECTION/ACCEPTANCE

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the County. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.

QUANTITIES

Quantities specified in the order/contract cannot be changed without County approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

COMMERCIAL NON-DISCRIMINATION:

a. VENDOR'S REPRESENTATIONS AND AGREEMENT:

The Vendor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Vendor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Vendor shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Vendor understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Vendor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

b. VENDOR'S AGREEMENT TO APPLY TO SUBCONTRACTS:

The vendor covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

DISCRIMINATION PROHIBITED

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

LEGAL REQUIREMENTS

The Vendor must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The UCC shall prevail as the basis for contractual obligations between the Vendor and the County for any terms and conditions not addressed. The County shall not be liable to the Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

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 shall 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 and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The vendor is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the vendor acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

PUBLIC ENTITY CRIMES

In accordance with the Florida Public Entity Crime Statute 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

SCRUTINIZED COMPANIES

- a. **SCRUTINIZED COMPANIES:** As provided in F.S. 287.135, by entering into an order/contract or performing any work in furtherance of this order/contract, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting order/contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the order/contract shall be imposed, pursuant to F.S. 287.135.

- b. **SCRUTINIZED COMPANIES (WHEN ORDER/CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into an order/contract or performing any work in furtherance of this order/contract, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria, unless allowed by Federal Law.

If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting order/contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the order/contract shall be imposed, pursuant to F.S. 287.135.

S/M/WBE POLICY

It is the policy of the Board of County Commissioners ("Board") that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the Equal Business Opportunity Program, and which is incorporated herein. The provisions of the EBO Ordinance shall have precedence over the provisions of the solicitation in the event of a conflict.

All forms related to the Equal Business Opportunity Program, including waiver forms and good faith effort documentation can be found at: <http://1/discover.pbcgov.org/oebo/Pages/Documents.aspx>

LOCAL PREFERENCE

In accordance with the Local Preference Code, a preference may be given to (1) vendors or quoters having a permanent place of business in Palm Beach County or (2) vendors or quoters having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades.

INDEMNIFICATION

a) General Indemnity. To the extent authorized by law, Vendor will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property damage to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim. The indemnification of Customer by Motorola under this section is NOT subject to the Limitation of Liability section below.

b) Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this Section b) – Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

i. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

ii. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

iii. This Section b) – Intellectual Property Infringement provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are NOT

subject to, and limited by, the restrictions set forth in Section 8 – Limitation of Liability below.

LIMITATION OF LIABILITY

a) **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH OR TANGIBLE PROPERTY DAMAGE, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

b) **DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH OR TANGIBLE PROPERTY DAMAGE, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE; FOR CLARITY, THIS LIMITATION OF LIABILITY DOES NOT APPLY TO DIRECT DAMAGES FOR PERSONAL INJURY OR DEATH OR TANGIBLE PROPERTY DAMAGE.

c) **ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

INSURANCE REQUIREMENTS

If vendor is providing a service under this order/contract, then Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this order/contract, insurance coverages and limits (including endorsements), as required by the County. These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this order/contract. All coverages shall be provided on a primary basis with the County endorsed as an Additional Insured with a CG 2026 additional Insured-Designated Person or Organization Endorsement, or its equivalent, as follows: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents." Vendor shall provide the County with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the County (normally within 2 working days of request). Failure to maintain the required insurance shall be considered a default of contract.

SAFETY DATA SHEETS (SDS)

Any toxic substance provided to the County as a result of this solicitation or resultant order/contract shall be accompanied by its SDS.

ENDORSEMENTS

No endorsements by the County of the goods and/or services will be used by the Vendor in any way, manner or form.

VENUE AND GOVERNING LAW

Any and all legal action necessary to enforce the award or the resultant order/contract will be held in Palm Beach County, Florida. Any legal action necessary to enforce the award or the resultant order/contract shall be governed by the laws of the State of Florida.

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 bidder, and wherever located shall be the property of the COUNTY.

Any material submitted relating to this order/contract is considered a public document in accordance with Section 119.07, Florida Statutes. This includes material which the responding vendor might consider to be confidential. All submitted information that the responding 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 County shall have the right to request and review vendor's books and records to verify vendor's compliance with the Contract, adherence to the Equal Business Opportunity Program and its response. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder 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. Vendor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, if the Vendor: (i) **provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), Florida Statutes**, 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 required by the County to perform services as provided under this order/contract.
- (2) Upon request from the County's Custodian of Public Records ("County's Custodian") or 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 Florida Statutes 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 PPMCW-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 order/contract term and following completion of the order/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 order/contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by 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 order/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 order/contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to the 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 County, at no cost to County.

Vendor acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, 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, Florida Statutes, and other applicable requirements of state law, shall be a material breach of this order/contract. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ORDER/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.

PERFORMANCE DURING EMERGENCY

By submitting an offer, vendor agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under this order/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.

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.

BUSINESS INFORMATION

If vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

CONFLICT OF INTEREST

Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required by this order/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.

E-VERIFY - EMPLOYMENT ELIGIBILITY

Vendor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, Vendor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Vendor's subconsultants performing the duties and obligations of this order/contact are registered with 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 this order/contract which requires a longer retention period.

County shall terminate this order/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 order/contract with the subconsultant and Vendor shall immediately terminate its order/contract with the subconsultant.

If County terminates this order/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 this order/contract was terminated. In the event of such order/contract termination, Vendor shall also be liable for any additional costs incurred by County as a result of the termination.

SPECIAL CONDITIONS
SOLICITATION #SS052422-16/SS

MOTOROLA RADIO CONSOLES, PURCHASE, DELIVERY AND INSTALLATION OF

9. GENERAL/SPECIAL CONDITION PRECEDENCE

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

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

All individuals working at the Palm Beach International Airport ("PBIA") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBIA 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.

11. METHOD OF ORDERING (PURCHASE ORDER)

Items and services shall be ordered via individual purchase order. Invoices shall reflect the purchase order number.

12. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the purchase order or term contract delivery order (DO). Responses showing other than F.O.B. destination shall be rejected. Vendor retains title and assumes all transportation charges, freight, shipping, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages. Unless specified otherwise in this solicitation, delivery may be to any location within Palm Beach County, including locations within the Glades Area.

13. AS SPECIFIED

A purchase order 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.

14. BRAND/MANUFACTURER REFERENCED

Only the referenced manufacturer/part numbers will be considered.

15. 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.

16. 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.

17. WARRANTY

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

18. 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.

19. 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.

**SOLE SOURCE SPECIFICATIONS
SOLICITATION #SS052422-16/SS**

MOTOROLA RADIO CONSOLES, PURCHASE, DELIVERY AND INSTALLATION OF

PURPOSE AND INTENT

The sole purpose and intent of this sole source solicitation is to obtain firm, fixed pricing for the purchase, delivery, training and installation of seven (7) radio consoles; five (5) consolettes backup radio stations and removal of existing equipment for Palm Beach County Airport Department.

COUNTY'S RESPONSIBILITIES

The County shall:

1. Order product via purchase order.
2. Provide access to delivery, installation and training location.

SOLE SOURCE VENDOR'S RESPONSIBILITIES

The sole source vendor shall:

1. Be bound by all terms, conditions and requirements of this solicitation.
2. Include all shipping/freight/removal charges in unit pricing.
3. In addition to the above referenced County/Sole Source Vendor responsibilities, both the County and Sole Source Vendor have agreed on the quote provided by Motorola on 7/12/2022 (Attachment "A") and will be abiding by said quote.

TECHNICAL REQUIREMENTS

Manufacturer	Part Number	Description	Qty
Motorola	B1948 (MCC7500e)	Radio console	7
Motorola	L37TSS9PW1(APX All Band Console)	Backup radio station	5
Motorola	Engineering & Installation	Installation Service	1
Motorola	Training	Training	1

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

PAYMENT

Payment is based on the pricing provided on the response page. No additional compensation shall be offered or paid. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of item(s) delivered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation and other facilities and services necessary to fully and completely provide the item(s) as specified herein.

**SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS052422-16/SS**

MOTOROLA RADIO CONSOLES, PURCHASE, DELIVERY AND INSTALLATION OF

ITEM NO.	DESCRIPTION	QTY	UNIT	TOTAL OFFER
1.	RADIO COMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES, AS SPECIFIED HEREIN	1	EA	<u>\$406,660</u>
2.	INSTALLATION SERVICE, RADIO/TELECOMMUNICATIONS/TELEPHONE EQUIPMENT (INCLUDING 911), AS SPECIFIED HEREIN	1	EA	<u>\$141,465</u>
3.	IN SERVICE TRAINING FOR EMPLOYEES, AS SPECIFIED HEREIN	1	EA	<u>\$7,795</u>
TOTAL OFFER (ITEMS 1-3)				<u>\$555,920</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.

Acknowledge Criminal History Records Check requirement, per Term #10?

YES/INITIAL *pe*

Acknowledge Insurance requirements, per Term #19?

YES/INITIAL *pe*

*** 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.

COMPANY NAME: Motorola Solutions Inc

DATE: September 26, 2022

*** SIGNATURE:** *Maurizio Callari*

PRINT NAME: Maurizio Callari

PRINT TITLE: Area Sales

ADDRESS: 401 E Las Olas Blvd _____

CITY / STATE: Fort Lauderdale, Florida _____ ZIP CODE: 33301 _____

TELEPHONE # (239) 359.8338

E-MAIL: _____


EMERGENCY # () _____

FAX #: () _____

TOLL FREE # () _____

APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____

FEDERAL ID #36-1115800

S H I P T O	FACILITIES DEV. & OPERATIONS (561) 233-2543 ESS 2633 VISTA PARKWAY WEST PALM BEACH FL 33411 ATTN: GLENN KEYES (561) 233-2543		CENTRAL PURCHASE ORDER		CPO 680 SS092722000000000031	
			 BOARD OF COUNTY COMMISSIONERS		IMPORTANT THE ABOVE NUMBER MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.	
I S S U E D T O	Motorola Solutions, Inc. 8000 W Sunrise Blvd Plantation FL 33322-4104 USA Lana Labura lana.labura@motorolasolutions.com 561-400-4487		ORDER DATE	DELIVERY DATE	F.O.B.	
			10-05-2022	09-30-2022	As Specified	
			VENDOR NUMBER	VENDOR ADDRESS	VENDOR CONTACT	
			MOTO0001	MOTO0001B	PC0000000012	
			AGREEMENT NUMBER			
Send Original Invoice To BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FINANCE DEPT. P.O. BOX 4036 WEST PALM BEACH, FL 33402-4036 TELEPHONE: 561-355-2912						

ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1.00000	EA	72600	RADIO COMMUNICATION EQUIPMENT, ACCESSORIES AND SUPPLIES PER ALL TERMS CONDITIONS AND SPECIFICATIONS OF SOLE SOURCE SS052422-16/SS, SIGNED BY MAURIZIO CALLARI, DATED 9/26/22. One-Time Sole Source Purchase. The scope of work is to furnish equipment, installation, and training to replace the existing Motorola radio dispatch consoles in the Communications Center and install two new consoles in the main terminal as an alternate Communications Center. To Include: 7ea Motorola Radio Console P/N: B1948 (MCC7500e) 5ea Motorola Backup radio station P/N: L37TSS9PW1 (APZ All Band Console)te) MSDS: Material Safety Data Sheet is required	406,660.000000	406,660.00
2	1.00000	EA	93972	Radio/Telecommunications/Telephone Equipment (Including 911 Systems and Facsimile Transceivers) Maintenance and Repair Installation Service MSDS: Not Required	141,465.000000	141,465.00


TAX EXEMPTION INFORMATION	STATE TAX EXEMPTION NUMBER	85-8012622286C-8	BUYER	TELEPHONE	
	FEDERAL EXCISE TAX EXEMPTION NUMBER	59-74-0344K	Sandy Shea	561-616-6823	ORDER TOTAL
	EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST		EMAIL: sshea@pbcgov.org		555,920.00

NOTES TO VENDOR:

- To receive payment, Vendor's Legal Name; Address, & TIN/FEIN on its Invoice must be exactly as it is on its bid/quote/ response AND in the County's VSS system @ <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply, may result in a delay in payment.
- To receive payment by credit card, contact the Clerk & Comptroller's Office via email @ pbcpaymentmgr@mypalmbeachclerk.com.
- Unless agreed to otherwise, the County's Standard Terms & Conditions located at @ <http://discover.pbcgov.org/Purchasing> are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.
- Unless agreed to otherwise, the County's Federal Standard Terms & Conditions for goods or services purchased with Federal funds located at @ <http://discover.pbcgov.org/Purchasing> are incorporated herein by reference. Additional Terms & Conditions may be noted in this order when applicable.

P.B.C. PURCHASING DEPARTMENT
 50 S. MILITARY TRAIL, SUITE 110
 WEST PALM BEACH, FL 33415-3199
 PHONE: (561) 616-6800

RESP. DEPT: 680 UNIT: 6801
 PRINT DATE: 10/05/22
 PAGE NUMBER: 1 OF 2

S H I P T O	FACILITIES DEV. & OPERATIONS (561) 233-2543 ESS 2633 VISTA PARKWAY WEST PALM BEACH FL 33411 ATTN: GLENN KEYES (561) 233-2543		CENTRAL PURCHASE ORDER		CPO 680 SS092722000000000031													
	Motorola Solutions, Inc. 8000 W Sunrise Blvd Plantation FL 33322-4104 USA Lana Labura lana.labura@motorolasolutions.com 561-400-4487		 BOARD OF COUNTY COMMISSIONERS		IMPORTANT THE ABOVE NUMBER MUST APPEAR ON ALL SHIPPING LABELS, PACKING SLIPS, TRANSPORT DOCUMENTS, INVOICES AND CORRESPONDENCE.													
			<table border="1"> <tr> <td>ORDER DATE</td> <td>DELIVERY DATE</td> <td>F.O.B.</td> </tr> <tr> <td>10-05-2022</td> <td>09-30-2022</td> <td>As Specified</td> </tr> </table>				ORDER DATE	DELIVERY DATE	F.O.B.	10-05-2022	09-30-2022	As Specified						
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10-05-2022	09-30-2022	As Specified																
<table border="1"> <tr> <td>VENDOR NUMBER</td> <td>VENDOR ADDRESS</td> <td>VENDOR CONTACT</td> </tr> <tr> <td>MOTO0001</td> <td>MOTO0001B</td> <td>PC0000000012</td> </tr> <tr> <td colspan="3">AGREEMENT NUMBER</td> </tr> </table>		VENDOR NUMBER	VENDOR ADDRESS	VENDOR CONTACT	MOTO0001	MOTO0001B	PC0000000012	AGREEMENT NUMBER										
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I S S U E D T O	<table border="1"> <tr> <td colspan="6">Send Original Invoice To</td> </tr> <tr> <td colspan="6"> BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FINANCE DEPT. P.O. BOX 4036 WEST PALM BEACH, FL 33402-4036 TELEPHONE: 561-355-2912 </td> </tr> </table>						Send Original Invoice To						BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY FINANCE DEPT. P.O. BOX 4036 WEST PALM BEACH, FL 33402-4036 TELEPHONE: 561-355-2912					
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ITEM	QUANTITY	UNIT	COMMODITY CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
3	1.00000	EA	92435	In-Service Training (For Employees) Training MSDS: Not Required	7,795.000000	7,795.00

TAX EXEMPTION INFORMATION	STATE TAX EXEMPTION NUMBER 85-8012622286C-8 FEDERAL EXCISE TAX EXEMPTION NUMBER 59-74-0344K EXEMPTION CERTIFICATES WILL BE MAILED UPON REQUEST	BUYER Sandy Shea EMAIL: sshea@pbcgov.org	TELEPHONE 561-616-6823	ORDER TOTAL 555,920.00
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