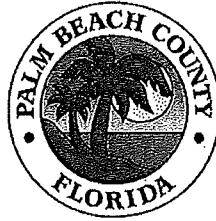


Board of County Commissioners

Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
SOLE SOURCE SOLICITATION
#SS555450/KM**

**AMERICAN FLOW CONTROL PARTS, TOOLS AND ACCESSORIES,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

DUE DATE: OCTOBER 18, 2017 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: Kristen A. Monnett, Senior Buyer
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415-3199
Fax #: (561) 242-6724
E-mail: kmonnett@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 FAX: (561) 616-6811**

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 obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

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

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

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

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the vendor warrants and represents that 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 and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the vendor shall comply with the requirements set forth in Section 3.d. hereinbelow.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The vendor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and

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

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

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

- g. **CONFLICT OF INTEREST:** 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 or more in the vendor's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS:** The County and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the vendor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to this solicitation and/or resultant contract.
- j. **PUBLIC RECORDS, ACCESS AND AUDITS:** 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 three (3) years after completion or termination of this Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business.

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

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- 2) Upon request from the County's Custodian of Public Records ("County's Custodian") or the County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 3) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- 4) Upon completion of the Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by the County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Vendor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Vendor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. The County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301

N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- k. **INCORPORATION, PRECEDENCE, JURISDICTION:** 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 held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
 - l. **LEGAL EXPENSES:** The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
 - m. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or vendor.
 - n. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Sole Source solicitation, 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 on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.
- If the County determines, using credible information available to the public, that a false certification has been submitted by VENDOR, the resulting Contract from this Sole Source solicitation may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.
3. **SUBMISSION OF RESPONSE:** Response must be submitted on the provided Sole Source "Response" Form. Responses on vendor letterhead/quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACE(S) SHALL BE CAUSE FOR REJECTION OF THE RESPONSE. Responses are to be submitted to the Palm Beach County Purchasing Department representative no later than the time indicated herein.
 - a. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in the Special Conditions of this solicitation, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
 - b. **PERFORMANCE DURING EMERGENCY:** By submitting a response vendor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach

County shall be given "first priority" for all goods and services under this contract. Vendor agrees to provide all goods and services to Palm Beach County during and after the emergency 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 in the event of such an emergency.

- c. **SALES PROMOTIONS / PRICE REDUCTIONS:** 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, anytime after award, the vendor may offer a reduced price which shall remain in effect for the duration of the contract.
- d. **VENDOR'S NON-DISCRIMINATION POLICY:** The vendor shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:
1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; OR
 2. In the event that the vendor does not have a written non-discrimination policy, the vendor shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The vendor shall satisfy the requirements set forth in this Section 3.d. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The vendor's failure to satisfy the requirements set forth herein shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered a default of contract.

4. CONTRACT ADMINISTRATION

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

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

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the vendor, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are vendors authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by vendors to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the vendor.
- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's response must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Vendor shall send ALL ORIGINAL invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be

accepted.

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

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

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

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The vendor shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the vendor, the County may procure goods and/or services similar to those terminated, and the vendor may be liable for any excess costs incurred due to this action.

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

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

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

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- h. **RENEWAL OPTION:** The contract shall be for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. The option for renewal shall only be exercised upon verification of continued sole source status and upon mutual written agreement with all original terms and conditions adhered to with no deviations.

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

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

5. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
AUDIT REQUIREMENTS:**

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

6. GENERAL/SPECIAL CONDITION PRECEDENCE

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

7. METHOD OF ORDERING (TERM CONTRACT)

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

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). Responses showing other than F.O.B. destination shall be rejected. Vendor retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

9. DELIVERY

Delivery shall be required within thirty (30) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the vendor and approved in writing by the Purchasing Director or his/her designee. Failure of the vendor to perform to the delivery requirement is sufficient cause for default and termination of the contract.

10. AS SPECIFIED

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

11. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this solicitation is for twelve (12) months. The anticipated value during the contract term is \$78,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to re-solicit for the contracted goods and services at any time after the anticipated value of the contract has been reached, notwithstanding that the anticipated term has not been completed.

12. WARRANTY

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

**SPECIFICATIONS
SOLICITATION #SS555450/KM**

**AMERICAN FLOW CONTROL PARTS, TOOLS AND ACCESSORIES,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

PURPOSE AND INTENT

The sole purpose and intent of this solicitation is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of American Flow Control parts, tools and accessories for the County.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis.

VENDOR'S RESPONSIBILITIES

The vendor shall be bound by all terms, conditions and requirements of this solicitation.

PAYMENT

Payment is based on the pricing offered 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 above.

**SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS555450/KM**

**AMERICAN FLOW CONTROL PARTS, TOOLS AND ACCESSORIES,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1.	CAPTIVATER HYDRANT ASSEMBLY TO INCLUDE 4 1/2" PUMPER & 2 1/2" HOSE CAPS, NST THREADS & CAP CHAINS	1-49	EA	\$ 432
2.	CAPTIVATER HYDRANT ASSEMBLY TO INCLUDE 4 1/2" PUMPER & 2 1/2" HOSE CAPS, NST THREADS & CAP CHAINS	50-249	EA	\$ 404
3.	CAPTIVATER HYDRANT ASSEMBLY TO INCLUDE 4 1/2" PUMPER & 2 1/2" HOSE CAPS, NST THREADS & CAP CHAINS	250-499	EA	\$ 377
4.	CAPTIVATER HYDRANT ASSEMBLY TO INCLUDE 4 1/2" PUMPER & 2 1/2" HOSE CAPS, NST THREADS & CAP CHAINS	500+	EA	\$ 343
5.	CAPTIVATER ADJUSTABLE WRENCH	1-49	EA	\$ 132
6.	CAPTIVATER ADJUSTABLE WRENCH	50+	EA	\$ 112
7.	CAPTIVATER HAND TOOL	1-49	EA	\$ 106
8.	CAPTIVATER HAND TOOL	50+	EA	\$ 85
9.	2 1/2" CAPTIVATER CAP	1	EA	\$ 132
10.	4 1/2" CAPTIVATER CAP	1	EA	\$ 250

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL YB / ND

*** 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)

FOREMAN ENTERPRISES

DATE:

10/26/17

* SIGNATURE: [Signature]

PRINT NAME: DREW PETUNICK

PRINT TITLE: SACM

ADDRESS: 3617 INTERSTATE PK RD So

CITY / STATE: DEERFIELD BEACH, FL

ZIP CODE: 33444

TELEPHONE # (813) 844-3334

EMERGENCY # ()
(as required herein)

TOLL FREE # ()

E-MAIL: DREW.PETUNICK@FOREMANENTERPRISES.COM
FAX #: (813) 844-7001

APPLICABLE
LICENSE(S)
NUMBER # 205307055

TYPE: CORPORATION

FEDERAL ID # 54151771

NON-DISCRIMINATION POLICY FORM
SOLE SOURCE SOLICITATION #SS555450/KM

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution"), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, prior to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

- ☒ Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

- ☐ Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

FERNON SUBURBI
 Name of Organization or Entity

[Signature]
 Signature

DREW PATRICK
 Name (type or print)

ACE
 Title

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Policy:

It is the philosophy, practice and policy of the Company to provide equal employment opportunity to all associates and applicants for employment. No individual is to be discriminated against because of his or her race, color, religion, sex, sexual orientation, age, national origin, marital status, pregnancy, veteran status or because of a disability that does not prevent the individual from performing the essential functions of his or her job, as well as any other legally protected class status. The Company will not knowingly tolerate any unlawful verbal or physical conduct by any associate, vendor or customer that disrupts or interferes with an associate's work performance or that creates an intimidating, offensive or hostile work environment when such conduct occurs because of the associate's protected class status.

Comments:

- (1) This policy applies to all terms, conditions and privileges of employment including, but not limited to, recruitment, hiring, placement, training, associate development, supervision, promotion, demotion, transfer, compensation, benefits, educational assistance, performance evaluation, recreational activities, business travel, disciplinary procedures, layoff, recall and termination.
- (2) The Company requires that each associate exhibit, in his or her conduct and communications, sound judgment and respect for the feelings and sensibilities of all other associates, customers and vendors.
- (3) As a government contractor, the Company has adopted Affirmative Action Plans and is committed to making appropriate good faith efforts toward achieving the objectives of the plans.
- (4) The Company will comply with applicable immigration laws, including the Immigration Reform and Control Act. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States by submitting a Form I-9 and proper supporting documentation at the time of employment and upon the expiration of any employment authorization.
- (5) In accordance with applicable laws protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate such individuals unless doing so would create an undue hardship on the Company. Any applicant or associate who requires an accommodation because of any injury, illness or disability should complete the Request for Accommodation Form and submit the form to his or her Manager or the Employment Practices Group. The Employment Practices Group can be reached at the Company's

Corporate Office [(757) 874-7795]. The individual should specify (i) why the accommodation is needed; (ii) what accommodation he or she requests to be able to perform the job; (iii) how the accommodation will enable him or her to perform the essential functions of the job; and (iv) the anticipated duration of the request for accommodation. The Company will discuss any request for accommodation with the individual to ensure that both the Company and the individual understand the other's needs. The Company will make its decision regarding the granting or denial of such request in its sole discretion and within all lawful parameters.

- (6) Any applicant or associate who believes, in good faith, that the actions of an associate, customer or vendor violate this Policy has a responsibility to report the conduct immediately to his or her Manager or the Employment Practices Group, even if the applicant or associate who observes the conduct is not the subject of the discrimination. The ability to provide details, including names, dates, and descriptions of the concerning conduct or statements made, will enhance greatly the Company's ability to conduct an appropriate investigation.
- (7) The Company encourages the reporting of all perceived violations of this Policy regardless of the offender's identity or position.
- (8) Complaints of discrimination shall be investigated thoroughly in a prompt, impartial, and, to the extent possible, confidential manner. The Company, in its sole discretion, will determine the manner and the method of any investigation as well as what action, if any, should be taken during and at the conclusion of the investigation.
- (9) If an applicant or an associate who has made a report of discrimination to his or her Manager is not satisfied with the handling of the complaint at the local level, he or she should immediately bring his or her concerns to the attention of the Employment Practices Group.
- (10) All associates are prohibited from engaging in any form of retaliation against any associate who has reported conduct he or she believes to be discriminating or who has assisted the Company in its investigation into a complaint of discrimination, or from knowingly permitting another person to retaliate on his or her behalf. Any associate who believes he or she has been subjected to retaliation should immediately report his or her concerns to his or her Manager or the Employment Practices Group.
- (11) If the Company reasonably and in good faith determines that an associate has violated this Policy, regardless of whether the violation was intentional or unintentional, the associate may be subject to disciplinary action, up to and including termination.

- (12) Any associate who fails to cooperate with the Company and its investigation into a complaint of discrimination may be subject to disciplinary action, up to and including termination.
- (13) Any associate who knowingly files a false complaint of discrimination or who knowingly provides false information in the course of an investigation into a complaint of discrimination may be subject to disciplinary action, up to and including termination.
- (14) The Company does not consider conduct in violation of this Policy to be within the course and scope of employment or the direct consequences of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right to not provide a defense or pay damages assessed against associates for conduct found to be in violation of this Policy or law.
- (15) Any communication from an applicant, associate, customer, vendor, government agency, or attorney concerning an equal employment opportunity matter is to be referred to the Employment Practices Group immediately.
- (16) The Company has provided this Spanish translation of this Policy for the convenience of its Spanish-speaking associates. We have made every effort to translate the Policy as accurately and completely as possible. However, some terms and phrases in the Policy, including the legal terms, may be difficult to translate precisely from the English version. Should a perceived or actual conflict or difference in meaning arise between the Spanish translation and the English version, the English version will always take precedence.

Board of County Commissioners

Paulette Burdick, Mayor
Melissa McKinlay, Vice Mayor
Hal R. Valeche
Dave Kerner
Steven L. Abrams
Mary Lou Berger
Mack Bernard



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
SOLE SOURCE SOLICITATION
#SS555450/KM**

**AMERICAN FLOW CONTROL PARTS, TOOLS AND ACCESSORIES,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

DUE DATE: OCTOBER 18, 2017 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: Kristen A. Monnett, Senior Buyer
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415-3199
Fax #: (561) 242-6724
E-mail: kmonnett@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 FAX: (561) 616-6811**

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 obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

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

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

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

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the vendor warrants and represents that 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 and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the vendor shall comply with the requirements set forth in Section 3.d. hereinbelow.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The vendor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and

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

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all vendors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
- f. **NON-COLLUSION:** Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more vendors over other vendors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.
- No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.
- g. **CONFLICT OF INTEREST:** 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 or more in the vendor's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS:** The County and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the vendor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to this solicitation and/or resultant contract.

- j. **PUBLIC RECORDS, ACCESS AND AUDITS:** 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 three (3) years after completion or termination of this Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business.

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

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- 2) Upon request from the County's Custodian of Public Records ("County's Custodian") or the County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- 3) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- 4) Upon completion of the Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by the County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Vendor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Vendor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. The County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301

N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- k. **INCORPORATION, PRECEDENCE, JURISDICTION:** 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 held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
 - l. **LEGAL EXPENSES:** The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.
 - m. **NO THIRD PARTY BENEFICIARIES:** No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or vendor.
 - n. **SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):** As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this Sole Source solicitation, 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 on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria.
- If the County determines, using credible information available to the public, that a false certification has been submitted by VENDOR, the resulting Contract from this Sole Source solicitation may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.
3. **SUBMISSION OF RESPONSE:** Response must be submitted on the provided Sole Source "Response" Form. Responses on vendor letterhead/quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACE(S) SHALL BE CAUSE FOR REJECTION OF THE RESPONSE. Responses are to be submitted to the Palm Beach County Purchasing Department representative no later than the time indicated herein.
 - a. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in the Special Conditions of this solicitation, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
 - b. **PERFORMANCE DURING EMERGENCY:** By submitting a response vendor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach

County shall be given "first priority" for all goods and services under this contract. Vendor agrees to provide all goods and services to Palm Beach County during and after the emergency 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 in the event of such an emergency.

- c. **SALES PROMOTIONS / PRICE REDUCTIONS:** 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, anytime after award, the vendor may offer a reduced price which shall remain in effect for the duration of the contract.
- d. **VENDOR'S NON-DISCRIMINATION POLICY:** The vendor shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:
1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; OR
 2. In the event that the vendor does not have a written non-discrimination policy, the vendor shall sign and submit to Palm Beach County a statement affirming that its non-discrimination policy is in conformance with Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The vendor shall satisfy the requirements set forth in this Section 3.d. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The vendor's failure to satisfy the requirements set forth herein shall render its bid non-responsive. It is the responsibility of the successful bidder to maintain a non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered a default of contract.

4. CONTRACT ADMINISTRATION

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

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

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the vendor, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are vendors authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by vendors to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the vendor.
- c. **PAYMENT:** In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's response must be exactly the same as it appears on the Invoice and in Palm Beach County's VSS system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Vendor shall send ALL ORIGINAL invoices to the following address and may send copies of invoices to the Palm Beach County Department requesting the goods/services. Invoices submitted on carbon paper shall not be

accepted.

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

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

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

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The vendor shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the vendor, the County may procure goods and/or services similar to those terminated, and the vendor may be liable for any excess costs incurred due to this action.

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

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

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

- g. **REMEDIES:** No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- h. **RENEWAL OPTION:** The contract shall be for twelve (12) months with the option to renew for four (4) additional twelve (12) month periods. The option for renewal shall only be exercised upon verification of continued sole source status and upon mutual written agreement with all original terms and conditions adhered to with no deviations.

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

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

5. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
AUDIT REQUIREMENTS:**

Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

6. GENERAL/SPECIAL CONDITION PRECEDENCE

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

7. METHOD OF ORDERING (TERM CONTRACT)

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

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). Responses showing other than F.O.B. destination shall be rejected. Vendor retains title and assumes all transportation charges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

9. DELIVERY

Delivery shall be required within thirty (30) calendar days after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the vendor and approved in writing by the Purchasing Director or his/her designee. Failure of the vendor to perform to the delivery requirement is sufficient cause for default and termination of the contract.

10. AS SPECIFIED

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

11. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this solicitation is for twelve (12) months. The anticipated value during the contract term is \$78,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to re-solicit for the contracted goods and services at any time after the anticipated value of the contract has been reached, notwithstanding that the anticipated term has not been completed.

12. WARRANTY

The vendor shall furnish factory/manufacture warranty on all items 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.

**SPECIFICATIONS
SOLICITATION #SS555450/KM**

**AMERICAN FLOW CONTROL PARTS, TOOLS AND ACCESSORIES,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

PURPOSE AND INTENT

The sole purpose and intent of this solicitation is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of American Flow Control parts, tools and accessories for the County.

COUNTY'S RESPONSIBILITIES

The County shall order on an as needed basis.

VENDOR'S RESPONSIBILITIES

The vendor shall be bound by all terms, conditions and requirements of this solicitation.

PAYMENT

Payment is based on the pricing offered 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 above.

**SOLE SOURCE RESPONSE PAGE
SOLICITATION #SS555450/KM**

**AMERICAN FLOW CONTROL PARTS, TOOLS AND ACCESSORIES,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
1.	CAPTIVATOR HYDRANT ASSEMBLY TO INCLUDE 4 1/2" PUMPER & 2 1/2" HOSE CAPS, NST THREADS & CAP CHAINS	1-49	EA	\$ 432
2.	CAPTIVATOR HYDRANT ASSEMBLY TO INCLUDE 4 1/2" PUMPER & 2 1/2" HOSE CAPS, NST THREADS & CAP CHAINS	50-249	EA	\$ 404
3.	CAPTIVATOR HYDRANT ASSEMBLY TO INCLUDE 4 1/2" PUMPER & 2 1/2" HOSE CAPS, NST THREADS & CAP CHAINS	250-499	EA	\$ 377
4.	CAPTIVATOR HYDRANT ASSEMBLY TO INCLUDE 4 1/2" PUMPER & 2 1/2" HOSE CAPS, NST THREADS & CAP CHAINS	500+	EA	\$ 343
5.	CAPTIVATOR ADJUSTABLE WRENCH	1-49	EA	\$ 132
6.	CAPTIVATOR ADJUSTABLE WRENCH	50+	EA	\$ 112
7.	CAPTIVATOR HAND TOOL	1-49	EA	\$ 106
8.	CAPTIVATOR HAND TOOL	50+	EA	\$ 85
9.	2 1/2" CAPTIVATOR CAP	1	EA	\$ 132
10.	4 1/2" CAPTIVATOR CAP	1	EA	\$ 250

Acknowledge Non-Discrimination Policy Form is included as specified herein?

YES/INITIAL YR / ND

*** 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)

FERGUSON ENTERPRISES

DATE:

10/26/17

* SIGNATURE: [Signature]

PRINT NAME: DREW PETUNICK

PRINT TITLE: SACM

ADDRESS: 3697 INTERSTATE PK RD 50

CITY / STATE: PLANTATION BEACH, FL

ZIP CODE: 33411

TELEPHONE # (813) 844-3334

E-MAIL: DREW.PETUNICK@FERGUSON.COM

EMERGENCY # ()
(as required herein)

FAX #: (813) 844-7001

TOLL FREE # ()

APPLICABLE
LICENSE(S)
NUMBER # 200307055

TYPE: CORPORATION

FEDERAL ID # 54121771

NON-DISCRIMINATION POLICY FORM
SOLE SOURCE SOLICITATION #SS555450/KM

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution"), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, prior to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

- ☒ Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

- ☐ Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

FERNON FUTURIST
 Name of Organization or Entity

[Signature]
 Signature

DREW PATONICK
 Name (type or print)

Asst
 Title

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Policy:

It is the philosophy, practice and policy of the Company to provide equal employment opportunity to all associates and applicants for employment. No individual is to be discriminated against because of his or her race, color, religion, sex, sexual orientation, age, national origin, marital status, pregnancy, veteran status or because of a disability that does not prevent the individual from performing the essential functions of his or her job, as well as any other legally protected class status. The Company will not knowingly tolerate any unlawful verbal or physical conduct by any associate, vendor or customer that disrupts or interferes with an associate's work performance or that creates an intimidating, offensive or hostile work environment when such conduct occurs because of the associate's protected class status.

Comments:

- (1) This policy applies to all terms, conditions and privileges of employment including, but not limited to, recruitment, hiring, placement, training, associate development, supervision, promotion, demotion, transfer, compensation, benefits, educational assistance, performance evaluation, recreational activities, business travel, disciplinary procedures, layoff, recall and termination.
- (2) The Company requires that each associate exhibit, in his or her conduct and communications, sound judgment and respect for the feelings and sensibilities of all other associates, customers and vendors.
- (3) As a government contractor, the Company has adopted Affirmative Action Plans and is committed to making appropriate good faith efforts toward achieving the objectives of the plans.
- (4) The Company will comply with applicable immigration laws, including the Immigration Reform and Control Act. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States by submitting a Form I-9 and proper supporting documentation at the time of employment and upon the expiration of any employment authorization.
- (5) In accordance with applicable laws protecting qualified individuals with known disabilities, the Company will attempt to reasonably accommodate such individuals unless doing so would create an undue hardship on the Company. Any applicant or associate who requires an accommodation because of any injury, illness or disability should complete the Request for Accommodation Form and submit the form to his or her Manager or the Employment Practices Group. The Employment Practices Group can be reached at the Company's

Corporate Office [(757) 874-7795]. The individual should specify (i) why the accommodation is needed; (ii) what accommodation he or she requests to be able to perform the job; (iii) how the accommodation will enable him or her to perform the essential functions of the job; and (iv) the anticipated duration of the request for accommodation. The Company will discuss any request for accommodation with the individual to ensure that both the Company and the individual understand the other's needs. The Company will make its decision regarding the granting or denial of such request in its sole discretion and within all lawful parameters.

- (6) Any applicant or associate who believes, in good faith, that the actions of an associate, customer or vendor violate this Policy has a responsibility to report the conduct immediately to his or her Manager or the Employment Practices Group, even if the applicant or associate who observes the conduct is not the subject of the discrimination. The ability to provide details, including names, dates, and descriptions of the concerning conduct or statements made, will enhance greatly the Company's ability to conduct an appropriate investigation.
- (7) The Company encourages the reporting of all perceived violations of this Policy regardless of the offender's identity or position.
- (8) Complaints of discrimination shall be investigated thoroughly in a prompt, impartial, and, to the extent possible, confidential manner. The Company, in its sole discretion, will determine the manner and the method of any investigation as well as what action, if any, should be taken during and at the conclusion of the investigation.
- (9) If an applicant or an associate who has made a report of discrimination to his or her Manager is not satisfied with the handling of the complaint at the local level, he or she should immediately bring his or her concerns to the attention of the Employment Practices Group.
- (10) All associates are prohibited from engaging in any form of retaliation against any associate who has reported conduct he or she believes to be discriminating or who has assisted the Company in its investigation into a complaint of discrimination, or from knowingly permitting another person to retaliate on his or her behalf. Any associate who believes he or she has been subjected to retaliation should immediately report his or her concerns to his or her Manager or the Employment Practices Group.
- (11) If the Company reasonably and in good faith determines that an associate has violated this Policy, regardless of whether the violation was intentional or unintentional, the associate may be subject to disciplinary action, up to and including termination.

- (12) Any associate who fails to cooperate with the Company and its investigation into a complaint of discrimination may be subject to disciplinary action, up to and including termination.
- (13) Any associate who knowingly files a false complaint of discrimination or who knowingly provides false information in the course of an investigation into a complaint of discrimination may be subject to disciplinary action, up to and including termination.
- (14) The Company does not consider conduct in violation of this Policy to be within the course and scope of employment or the direct consequences of one's duties. Accordingly, to the extent permitted by law, the Company reserves the right to not provide a defense or pay damages assessed against associates for conduct found to be in violation of this Policy or law.
- (15) Any communication from an applicant, associate, customer, vendor, government agency, or attorney concerning an equal employment opportunity matter is to be referred to the Employment Practices Group immediately.
- (16) The Company has provided this Spanish translation of this Policy for the convenience of its Spanish-speaking associates. We have made every effort to translate the Policy as accurately and completely as possible. However, some terms and phrases in the Policy, including the legal terms, may be difficult to translate precisely from the English version. Should a perceived or actual conflict or difference in meaning arise between the Spanish translation and the English version, the English version will always take precedence.