

BOARD OF COUNTY COMMISSIONERS

DATE: May 20, 2014

AGENDA ITEM NO. 12

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 **County Administrator's Signature:** 

Subject:

Approval of Final Negotiated Agreement – Multi-User Flight Information, Display System and Voice Paging System for the Airport
Contract No.: 123-0209-P(DF)

Department:

Department of Environment and Infrastructure /
Purchasing

Staff Member Responsible:

Noah Lagos / Candy Mancuso

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT FOR A MULTI-USER FLIGHT INFORMATION, DISPLAY SYSTEM (MUFIDS) AND VOICE PAGING SYSTEM (VPS) FOR THE AIRPORT WITH INFAX, INC. (INFAX), DULUTH, GEORGIA.

IT IS FURTHER RECOMMEND AFTER EXECUTION OF THE AGREEMENT BY THE CONTRACTOR, THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

The MUFIDS/VPS project will replace the current VPS which is over twenty (20) years old and is beyond its useful lifespan. The current MUFIDS system is unable to accept visual paging inputs due to the age and simplicity of the system. MUFIDS provides commercial airline departure and arrival, baggage claim, passenger notices, weather information and visual paging. The new digital VPS will be connected to existing speaker circuits and will provide features such as Americans with Disabilities Act visual paging, self diagnostics, distribution of pre-recorded/real time information and the ability to auto-construct messages. Additionally, it will be equipped with Internet Protocol microphone stations and will include an ambient noise system.

The Board initially approved ranking of firms on December 10, 2013 and authorized staff to negotiate with the number one ranked firm, Infax. The negotiated contract cost is \$757,630.76; the original estimated cost was \$826,000.00. All work is expected to be fully completed within two hundred forty (240) calendar days.

Included in the final cost and agreement are optional items which include additional speakers, integration of airline arrival information data, integration of two (2) digital message board signs, ground transportation exterior display, replacement of bag belt signs and a bag claim kiosk. The total cost for optional items is \$173,446.82, which is included in the total contract amount. In addition, there is a deduction of \$21,793.77 from the original proposed cost due to the de-scoping of ancillary electrical work from the original scope of services. Product and installation are warranted for twelve (12) months.

Fiscal Impact/Cost/Revenue Summary:

Total Expenditure: \$757,630.76

Funding for this project is provided through the Federal Aviation Administration's approved Airport Passenger Facility Charges at fifty percent (50%) and a grant from the Florida Department of Transportation at fifty percent (50%).

Exhibits/Attachments:

Final Negotiated Agreement including the following exhibits:

- Pricing Schedule
- Insurance Requirements

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Infax, Inc., a Georgia corporation, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for Multi User Flight Information and Display System and Voice Paging System – Airport; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 123-0209-CP (hereinafter Request for Proposal or RFP), County has awarded this Agreement to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with Multi User Flight Information and Display System and Voice Paging System – Airport, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Term Extension. Services performed pursuant to this Agreement shall commence upon execution of this Agreement and continue for a period of two hundred forty (240) days, unless canceled or terminated as provided herein.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence

of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Payment/Invoices:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in

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accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

7. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

8. Audit. The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

9. Minimum Insurance Requirements. The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth by the County.

10. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

11. Governing Law. The laws of the State of Florida shall govern this Agreement.

12. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986 and Compliance with E-Verify. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of County. Contractor acknowledges that it

shall be required to comply with the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired during the term of the Agreement.

13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

14. Documents Comprising Contract. This Agreement for Multi User Flight Information and Display System and Voice Paging System – Airport, as well as the following documents, which are incorporated herein by reference, constitute the complete Agreement of the parties:

- a. Pinellas County's Request for Proposal 123-0209-CP and all of its addenda and attachments;
- b. Contractor's Proposal, including attached pricing schedule.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for Multi User Flight Information and Display System and Voice Paging System – Airport pursuant to RFP No. 123-0209-CP as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

County Administrator

ATTEST:

By: _____
(Attesting Witness' name/title)

CONTRACTOR

President (Signature)


President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney

Infax RFP Pricing Schedule

MUFIDS Base bid	\$204,116.00	
VPS Base Bid	\$380,067.94	
Total Base Bid	\$584,183.94	
MUFIDS Option 1: Remote Help Desk (Annual)		NIC
MUFIDS Option 2: Extended Equipment warranty (Annual)		NIC
MUFIDS Option 3: Extended Workstation warranty (Annual)		NIC
MUFIDS Option 4: Exterior Display (Taxi lot)	\$17,012.00	
MUFIDS Option 5: Replace Bag Belt Signs	\$33,354.00	
MUFIDS Option 6: Upgrade to LED Displays	\$5,975.00	
MUFIDS Option 7: Bag Claim Kiosk	\$27,342.00	
VPS Option 1A: LAN Remote Help Desk (Annual)		NIC
VPS Option 1B: VPS Remote Help Desk warranty (Annual)		NIC
VPS Option 2A: Extended LAN Equipment warranty (Annual)		NIC
VPS Option 2B: Extended VPS Equipment warranty (Annual)		NIC
VPS Option 3A: Extended LAN Peripheral Equipment warranty (Annual)		NIC
VPS Option 3B: Extended VPS Peripheral Equipment warranty (Annual)		NIC
VPS Option 4: Microphone Stations (9 stations)	\$28,872.00	
VPS Option 5: Ambient Noise System	\$11,859.00	
Wiring Deduct		
Description: Deduct of: three (3) 120VAC outlets and wiring; AC power demo/connection to Bag Belt Signs; 52 runs of cat 6A cabling.	-\$21,793.77	
Additional speaker Installation		
Description: Includes installation of ninety-six (96) new internal speakers within the Terminal building. Removal and disposal of old speakers; testing and zone balancing of new speakers; work is to be done overnight; includes all necessary barricades, high lift devices and safety aspects.	\$43,720.91	
Flightview/Flightstats Data Feed		
Description: Provide account setup, configuration, and integration for Flightview services and data feeds.	\$13,499.00	
Integrate 2 DMS signs		
Description: There are 2 existing LED dynamic signs at the Airport. They operate on an independent software system but can be integrated into the MUFIDS software allowing seamless operation and reduce the need to additional software licensing and computer terminals. Cost includes: Engineering development of hardware interface; software development of required interface to existing DMS signs including DVI player; software and hardware interface deployment and testing; site expenses (lifts, maintenance of traffic, etc).	\$8,606.68	
Additional Owners Allowance for Kiosk		
Description: There are concerns that the allocated \$20,000 already in the project won't be enough to cover what we are trying to create. This is an additional \$5,000 to be added to that owners allowance line item.	\$5,000.00	
Total Options	\$173,446.82	
Grand Total		\$757,630.76

SECTION C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of the highest ranked firm may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second highest ranked firm.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (4) All policies shall be written on a primary, non-contributory basis.

SECTION C – INSURANCE REQUIREMENTS

(5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.

(6) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
General Aggregate	\$ 2,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

(D) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.