



**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION FOR GOODS/SERVICES
IFB #23-047/SS**

**CARD ACCESS SECURITY SYSTEM PARTS, SUPPLIES, ACCESSORIES, SOFTWARE, AND
SUPPORT PLANS, PURCHASE AND DELIVERY OF, TERM CONTRACT**

IFB SUBMISSION DATE: APRIL 27, 2023 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

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>. **IF BIDDER INTENDS TO USE SUBCONTRACTORS, BIDDER MUST ALSO ENSURE THAT ALL SUBCONTRACTORS ARE REGISTERED AS VENDORS IN VSS. ALL SUBCONTRACTOR AGREEMENTS MUST INCLUDE A CONTRACTUAL PROVISION REQUIRING THAT THE SUBCONTRACTOR REGISTER IN VSS. COUNTY WILL NOT FINALIZE A CONTRACT AWARD UNTIL THE COUNTY HAS VERIFIED THAT THE BIDDER AND ALL OF ITS SUBCONTRACTORS ARE REGISTERED IN VSS.**

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
INVITATION FOR BID**

IFB #23-047/SS	IFB TITLE: CARD ACCESS SECURITY SYSTEM PARTS, SUPPLIES, ACCESSORIES, SOFTWARE, AND SUPPORT PLANS, PURCHASE AND DELIVERY OF, TERM CONTRACT		
PURCHASING DEPARTMENT CONTACT: SANDY SHEA		TELEPHONE NO.: (561) 616-6823	
FAX NO.: (561) 242-6724	E-MAIL ADDRESS: SShea@pbcgov.org		

All bid responses must be received on or before April 27, 2023, no later than **4:00 p.m.**, Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199. Bid Responses received after this time shall not be considered.

This Invitation for Bid, General Conditions, Instructions to Bidders, 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 selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions, which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid ("IFB") may be made only by written amendment issued by the County Purchasing Department. Bidders are 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 in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that its bid is made without reliance on any oral representations made by the County.

For purposes of this IFB, the term "bidder" shall collectively mean vendor, bidder, or contractor.

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. Bidders are presumed to be and shall be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, including, but not limited to, Uniform Guidance (2 C.F.R. pt. 200). Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

The bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the bidder, and 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 bidder.

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).

Unless otherwise provided by federal law, the Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **COMMERCIAL NON-DISCRIMINATION:**

Item 1: Bidder's Representations and Agreement.

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

Item 2: Bidder's Agreement to Apply to Subcontracts

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

- c. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.
- d. **INDEPENDENT BIDDER RELATIONSHIP:** The bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Bidder and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the bidder's sole direction, supervision, and control. The bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the bidder's relationship, and the relationship of its employees, to the County shall be that of an Independent Bidder and not as employees or agents of the County.
- e. **CRIMINAL HISTORY RECORDS CHECK:** Pursuant to the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), sections 2-371–2-377 of the Palm Beach County Code, 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, bidders, and subcontractors of bidders, 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 may be amended. In October 2013, compliance requirements of the U.S. Federal Bureau of Investigations CJI Security Policy were added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.
- f. **NON-COLLUSION:** Bidder 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 bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, 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, and/or debarment or suspension from doing business with Palm Beach County.
- g. **LOBBYING:**
- CONE OF SILENCE:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence". The "**Cone of Silence**" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action that ends the solicitation process. Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.
- h. **CONFLICT OF INTEREST:** The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance or services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, sections 2-441–2-448 of the Palm Beach County Code. All bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the bidder's firm or any of its branches. The County's Code of Ethics, which applies to all County officials and employees, shall serve as the County's conflict of interest policy for federal awards.
- i. **SUCCESSORS AND ASSIGNS:** The County and the bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.
- j. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the bidder 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 bidder, its subcontractors, agents, servants or employees during the course of performing services or providing goods pursuant to this solicitation and/or the resultant contract. Further, bidder shall hold County harmless and indemnify County for any funds that the County is obligated to refund the Federal Government arising out of the conduct, activities or administration of the contract by the bidder.
- k. **PUBLIC RECORDS, ACCESS, AUDITS AND RETENTION:**
- The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the bidder, and wherever located shall be the property of the County.
- Any material submitted in response to this solicitation is considered a public document in accordance with section 119.07, Florida Statutes. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in sections 119.07 and 812.081, Florida Statutes) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.
- The County shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to the contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.
- Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the bidder: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) Florida Statutes, the bidder shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The bidder is specifically required to:
- I. Keep and maintain public records required by the County to perform services as provided under the Contract.
 - II. Upon request from the County's Custodian of Public Records, 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 bidder 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.

- III. 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 bidder does not transfer the records to the public agency.
- IV. Upon completion of the Contract, the bidder shall transfer, at no cost to the County, all public records in possession of the bidder unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the bidder transfers all public records to the County upon completion of the Contract, the bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the bidder keeps and maintains public records upon completion of the Contract, the bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the bidder must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'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.

- I. **INCORPORATION, PRECEDENCE, JURISDICTION:** This Invitation for Bid, and any amendments thereto, shall be included and incorporated in the resulting contract. The resulting contract shall be comprised of the Invitation for Bid, the successful bidder's response, and the award letter. Any and all legal action necessary to enforce the award or resulting contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resulting contract shall be in a court of competent jurisdiction located in Palm Beach County.

The order of legal precedence is as follows: Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Invitation for Bid; Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R.) and applicable to the funding source for this Invitation for Bid; the federal award or funding document for this Invitation for Bid; 2 C.F.R. §§ 200.317–200.326, which comprise the "SuperCircular" or "Uniform Guidance"; Palm Beach County Code Sections 2-51–2-58; and, the Contract, inclusive of this Invitation for Bid (as defined above), the bidder's bid response, and the County's award letter.

- m. **LEGAL EXPENSES:** The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- n. **NO THIRD PARTY BENEFICIARIES:** No provision of the Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the Contract, including but not limited to any citizen or employees of the County and/or bidder.
- o. **DISCRIMINATORY VENDOR LIST, PUBLIC ENTITY CRIMES, AND SCRUTINIZED COMPANIES:**
 - 1) **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a bid on a Contract to provide goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of Real Property to a public entity; award or perform work as a vendor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.
 - 2) **PUBLIC ENTITY CRIMES:** Section 287.133, Florida Statutes requires Palm Beach County to notify all bidders 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 bid 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 bidder, 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 section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."
 - 3) **SCRUTINIZED COMPANIES:** As provided in section 287.135, Florida Statutes, by entering into a Contract or performing any work in furtherance hereof, the bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), if bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION): As provided in section 287.135, Florida Statutes, by entering into a Contract or performing any work in furtherance hereof, the bidder 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 section 215.473, Florida Statutes, 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 bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal.

p. **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

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

3. **BID SUBMISSION**

a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the Bid Response Form provided in this Invitation for Bid. Bid responses on bidder letterhead or bid forms shall not be accepted. Responses must be typewritten, written in ink or a photocopy and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID AS BEING NON-RESPONSIVE.** Bid responses are to be submitted to the designated Contact Person for the Invitation for Bid no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in the Special Conditions of this Invitation for Bid, bidder should include with its bid a copy of all applicable Certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder, as shown on the bid response page. If applicable, the bidder shall also maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained and are current throughout the term of the contract, inclusive of any renewals. Failure to meet this requirement shall be considered a default of the contract.

c. **S/M/WBE - EBO REQUIREMENTS**

NOTE: The following provisions apply to the sections of the non-federally funded portions of this solicitation. All OEBO Program Forms, including waiver forms and good faith effort documentation are available on the OEBO website: <http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

Item 1 – Policy

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

Item 2 – Application of Affirmative Procurement Initiative(s) (API)

a. **Application of API(s)**

The API(s) approved for this solicitation, including any applicable S/M/WBE goals is/are attached.

b. **S/M/WBE Goal Waiver Request**

NOTE: Item 2b is only applicable if an S/M/WBE Goal is applied as an API.

If bidder is unable to comply with the API(s) requirements as set forth in this solicitation, such bidder shall submit a request for a waiver or partial waiver at least seven (7) days prior to the bid due date as stated in the solicitation. If a bidder requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) days prior to the bid due date, then the bid due date will be extended pending

the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the bidder's inability to meet the goal requirement. In the event the bidder is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

Good Faith Efforts

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by bidder to comply with the requirements as described under the selected S/M/WBE goal. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the OEBO website:

<http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

The OEBO shall review a waiver request within seven (7) days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver. The amended solicitation shall then be advertised to all prospective bidders and the bid due date extended. However, if the OEBO determines that the bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

Documentation Required for Good Faith Efforts

Documentation means documentation of the bidder's intent to comply with the applicable API(s), including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or (2) documentation of efforts made toward achieving EBO program goals (e.g., solicitations of bids / proposals / qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms; correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of S/M/WBE subcontractors; documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the bidder; and documentation of consultations with trade associations and consultants that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors. Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

Item 3 – Bid Submission Documentation

If any subcontractors or subconsultants are utilized in performing work under the contract, bidders shall complete Schedule 1 and Schedule 2, listing the work to be performed by any subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. S/M/WBE bidders submitting as Prime Contractors or Consultants are advised that they shall complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce.

Schedules 1 and 2 are to be submitted with the bid prior to the published bid submission time.

Schedule 1 – List of Proposed Contractor / Consultant and Subcontractor / Subconsultant Participation

A completed Schedule 1 submitted by the prime shall list the names of all Subcontractors / subconsultants intended to be used in performance of the contract, if awarded, including the total proposed percentage of S/M/WBE participation. This schedule shall also be used if an S/M/WBE Prime contractor / consultant is performing all or any portion of the contract with their work force.

Schedule 2 – OEBO Letter of Intent

A completed and executed Schedule 2 is a binding document between the Prime contractor / consultant and a Subcontractor / subconsultant (or any tier) and should be treated as such. Each Schedule 2 shall be executed by the Prime contractor / consultant and by the proposed Subcontractor / subconsultant. If the Prime contractor / consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor / subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor / subconsultant on this Schedule. All named Subcontractors / subconsultants on this Schedule must also complete and submit a separate Schedule 2. The Prime may count toward its SBE or M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime contractor / consultant submits a completed and executed Schedule 2 for each S/M/WBE.

A detailed scope of work may be attached with an executed Schedule 2.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the bidder's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a Subcontractor / subconsultant listed at the time of bid submission, the Prime must submit a, completed and executed Schedule 2 that specifies the revised scope of work to be performed by the Subcontractor / subconsultant, along with the modified price and /or percentage.

Item 4 – S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY. It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Counting S/M/WBE Participation

NOTE: Item 5 is only applicable if an S/M/WBE Goal is applied as an API.

- a. Once a business is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime contractor / consultant may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the County by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.
- b. Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.
- c. The Prime contractor / consultant may count toward the established goal a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.
- d. The Prime contractor / consultant may count toward the established goal the entire expenditures for materials and equipment purchased by an S/M/WBE Subcontractor / subconsultant, provided that the S/M/WBE Subcontractor / subconsultant has the responsibility for the installation of the purchased materials and equipment.

- e. The Prime contractor / consultant may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.
- f. The Prime contractor / consultant may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 for each S/M/WBE.
- g. The Prime contractor / consultant may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- h. The Prime contractor / consultant may only count towards the established goal the goods and services in which the S/M/WBE subcontractor / subconsultant is certified and performs with their work force.

Item 6 – Responsibilities After Contract Award

Schedule 3 – Subcontractor Activity Form

The Prime Contractor shall submit a completed Schedule 3 with each invoice, or payment application when any subcontractor / subconsultant has provided services during the period in which the Prime is requesting payment. This Schedule shall contain the names of all the Prime and subcontractors / subconsultants on the project specifying the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors / subconsultants with their starting date.

Schedule 4 – Subcontractor / Subconsultant Payment Certification

A fully executed Schedule 4 shall be submitted for each Subcontractor / subconsultant after receipt of payment from the Prime contractor / consultant. The Prime contractor / consultant shall submit this Schedule with each payment application or invoice submitted to the County when the County has paid the Prime contractor / consultant on the previous payment application for services provided by a Subcontractor / subconsultant. If any Subcontractor / subconsultant intends to disburse funds associated with this payment to another Subcontractor / subconsultant for labor provided on the contract, the amount and name of the Subcontractor / subconsultant shall be listed on this Schedule. All named Subcontractors / subconsultants on this Schedule must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime contractor / consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime contractor / consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the Subcontractors / subconsultants contained on Schedules 1 and 2 and at the dollar values or percentages specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit a Schedule 3 and Schedule 4 with each payment application, when applicable. Failure to provide these Schedules may result in a delay in processing payment or disapproval of the invoice until they are submitted. The Schedule 3 is to be filled out by the Prime contractor / consultant and the Schedule 4 is to be executed by the Subcontractor / subconsultant to verify receipt of payment.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the successful bidder is required to input all Subcontractor / subconsultant payment information directly into the EBO payment portal/tracking system prior to submitting a payment application.

Item 7 – S/M/WBE Substitutions

After contract award, the Prime contractor / consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime contractor / consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed in their response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid.

All requests for modifications or substitutions shall be submitted to the County and the OEBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime contractor / consultant shall complete and submit a new executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE along with the revised dollar amount and/or percentage.

A detailed scope of work may be attached with an executed Schedule 2.

Item 8 – EBO Program Compliance- Penalties

Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the bidder as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Bidder shall correct all noncompliance issues within fifteen (15) days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of OEBO or designee the Purchasing Director may impose upon the non-complying party any or all of the following penalties:

- a. Suspension of contract;
 - b. Withholding of funds;
 - c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
 - d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed two (2) years; and
 - e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.
- d. **LOCAL PREFERENCE ORDINANCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.
1. **Glades Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
 2. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
 3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased.
 4. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify

that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

- e. **DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT I):** In compliance with Florida Statutes (Section 287.087), the attached form "Drug-Free Workplace Certification" should be fully executed and submitted with the bid response in order to be considered for a tie-breaker whenever two (2) or more bids that are equal with respect to price, quality, and service are received by Palm Beach County.
 - f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in any correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
 - g. **PRICING:**
 1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
 2. The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
 3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
 5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
 6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT BE REJECTED.**
 7. Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
 - h. **SUBMITTING NO BID OR NO CHARGE:** Bidders not wishing to bid on some items sought by this IFB should mark those items as "no bid". If some items are offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.
 - i. **ACCEPTANCE / REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.
- Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and

significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities pursuant to the requirements of the federal awarding agency.
- l. **PERFORMANCE DURING EMERGENCY:** The successful bidder agrees and promises that, immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and/or services under the contract. Bidder agrees to provide all goods and/or services to Palm Beach County immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods and/or services to the County on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the bidder may extend to the County the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the bidder may offer a reduced price, which shall remain in effect for the duration of the contract. The bidder warrants that the price(s) shall not exceed the bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the bidder offers more favorable pricing to one of its customers, the bidder shall extend to the County the same pricing or the then current market price, whichever is lower.
- n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Bidder shall indicate its agreement to the foregoing by signing the Response page.

Bidder's failure to meet these requirements shall render its bid response non-responsive.

- o. **BUSINESS INFORMATION:** If bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.
- p. **ESCALATION/DE-ESCALATION CLAUSE:**

Palm Beach County acknowledges the fluctuating nature of prices for items specified. Prices may be adjusted under the following conditions:

- Price increase(s) and price decrease(s) equal to documented manufacturer's price changes. **Only** those increase(s) or decrease(s), which reflect a direct cost adjustment to the bidder from manufacturer, shall be considered.
- Receipt of written notification by the Director of Purchasing of all items affected by price increases/decreases.
- Prices have remained firm for a minimum of 90 calendar days prior to the request for escalation.
- All price increase(s) and decrease(s) shall become effective only upon approval, in writing, by the Director of Purchasing. Price increases shall not be retroactive.
- Direct Cost Adjustments must clearly show, preferable in dollars and cents, the exact increase/decrease passed on to the bidder or to the bidder's supplier from the manufacturer, mill or index as noted above under (1). Only that direct cost from the manufacturer, mill or index will be considered when approving an increase/decrease.

In the event of a significant price increase of material occurring during the performance of the contract through no fault of the Vendor, the price of the contract shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents as well those set forth herein. A change in price of an item of material will be considered significant when the price of an item exceeds by five percent (5%) between the date of the Contract and the date of request. This measure is not intended to allow any increase in profit and overhead mark-ups, but is solely intended to allow compensation for actual cost increases directly related to material items.

All requests for material price increase shall be submitted for review to the County on an individual basis. All requests must include all information listed below:

- Term Contract Number and Term Contract Title, if applicable
- Specific Material subject to cost adjustments
- Material Price offered or awarded at the time of bid
- Proposed new material price
- Written documentation from manufacturer/supplier of material price increase indicating dollars and cents amount of increase including justification for increase
- Vendor bid proposal dated at the time of bid
- Minimum three (3) Vendor/Subcontractor new proposals and identify the selected proposal
- Published price index such as RS Means, Steel Market Update, Consumer Price Index (CPI) or the like to confirm the credibility of the selected proposal

If the price escalation cannot be overcome through value engineering, substitutions or early purchasing/warehousing, the parties may enter into a change order in the amount of the lowest proposal or price index amount.

Upon review of an escalation request, the County may require additional supporting documentation for review and approval. Final determination on the approval or disapproval of the escalation request will be made by the County. Applications for Payment shall be supported by material invoices.

In addition, if material price decreases from what was in the bidder's proposal, the County shall be entitled to a deduction if there is significant decrease in the price.

If an adjustment to pricing is granted, effective on dates agreed to between the County and the bidder, the bidder shall provide the Director of Purchasing with written justification to continue the pricing adjustment. If bidder does not provide regularly agreed updates, pricing shall revert back to the original pricing submitted by the bidder.

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

4. BID SUBMISSION TIME / AWARD OF BID

a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered. Bidders shall not be allowed to modify their bids after the published bid submission time.

b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests shall be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or e-mail to purchase@pbcgov.org. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of the protest under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this IFB are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The bidder 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 County may return, at the expense of the bidder and for full refund or credit at the discretion of the County, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAXES:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the bidder, upon request. Bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the bidder.

c. **PAYMENT:** In order for Palm Beach County to make payment, the bidder's Legal Name; bidder's Address; and bidder's TIN/FEIN Number on the bid 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>.

Bidders **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 the goods and/or services have been received, accepted and properly invoiced as indicated in the contract or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this IFB. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, section 218.70, Florida Statutes.

Note: Bidders can now be paid by Credit Card via the County's Voluntary Payment Manager Program. For bidders who do not have a merchant account, one is needed to utilize the Program. For bidders 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, by written notification to the bidder, 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 bidder 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 AND TERMINATION FOR CAUSE:** The County may, by written notice of default to the bidder, terminate the contract in whole or in part if the bidder 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 IFB or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the bidder, the County may procure goods and / or services similar to those terminated, and the bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the bidder 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 bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

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 bidder, 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 bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the bidder 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 bidder 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.

**6. 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.

7. ANNUAL APPROPRIATIONS

The County's performance and obligation to pay under the resulting contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

8. E-VERIFY – EMPLOYMENT ELIGIBILITY

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

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

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

9. FEDERAL TERMS AND CONDITIONS

a. EQUAL EMPLOYMENT OPPORTUNITY.

Only applicable to contracts for construction or repair.

"Federally Assisted Construction Contract"

The regulation at 41 C.F.R. § 60-1.3 defines a federally assisted construction contract as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

"Construction Work"

The regulation at 41 C.F.R. § 60-1.3 defines construction work as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

"Contract"

The regulation at 41 C.F.R. § 60-1.3 defines contract as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3

If the contract is for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. ch. 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, then during the performance of the contract, the bidder agrees as follows:

- I. The bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- II. The bidder will, in all solicitations or advertisements for employees placed by or on behalf of the bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- III. The bidder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the bidder's legal duty to furnish information.
- IV. The bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- V. The bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- VI. The bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- VII. In the event of the bidder's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- VIII. The bidder will include the portion of the sentence immediately preceding paragraph I. and the provisions of paragraphs I. through VIII. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the bidder may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of bidder and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a bidder debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon bidders and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.

b. DAVIS-BACON ACT.

Only applicable to contracts for construction or repair.

For contracts in excess of \$2,000 entered into for the actual construction, alteration and/or repair, including painting and decorating,

of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. §5.1, the bidder shall adhere to following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

I. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto as Attachment ___ and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the bidder and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph b.I.(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph b.I.(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the bidder and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The County shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The County shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the bidder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the County agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the bidder, the laborers or mechanics to be employed in the classification or their representatives, and the County do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the County shall refer the questions, including the views of all interested parties and the recommendation of the County, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the County or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs b.I.(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the bidder shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the bidder does not make payments to a trustee or other third person, the bidder may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the bidder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the bidder to set aside in a separate account assets for the meeting of obligations under the plan or program.

II. Withholding.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the bidder under the contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the bidder or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the bidder, sponsor, County, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

III. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the bidder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the bidder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Bidders employing apprentices or trainees under approved programs shall

maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The bidder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the grantor County, sponsor, or owner, as the case may be, for transmission to the grantor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Bidder and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the grantor if the agency is a party to the contract, but if the agency is not such a party, the bidder will submit them to the County, sponsor, or owner, as the case may be, for transmission to the grantor the bidder, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the bidder or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 C.F.R. § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under 29 C.F.R. § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph b.III.(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the bidder or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The bidder or subcontractor shall make the records required under paragraph b.III.(i) of this section available for inspection, copying, or transcription by authorized representatives of the grantor or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the bidder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the bidder, sponsor, County, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

IV. Apprentices and trainees

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the bidder as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a bidder is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the bidder's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the bidder will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the bidder will no longer be permitted to utilize trainees at less than the

applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. part 30.

V. Compliance with Copeland Act requirements. The bidder shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in the contract.

VI. Subcontracts. The bidder or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the grantor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

VII. Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a bidder and a subcontractor as provided in 29 C.F.R. § 5.12.

VIII. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the contract.

IX. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of the contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the bidder (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

X. Certification of eligibility.

(i) By entering into the contract, the bidder certifies that neither it (nor he or she) nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(ii) No part of the contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

c. CONTRACT WORK HOURS AND SAFETY ACT.

Only applicable to contracts for construction or repair.

Bidder shall comply with the Contract Work Hours and Safety Act (for contracts in excess of \$100,000 that involve the employment of mechanics or laborers) in accordance with 40 U.S.C. § 3702, as supplemented by Department of Labor regulations (29 C.F.R. pt. 5) as follows:

1. **Overtime requirements.** No bidder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the bidder and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such bidder and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph I. of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph I. of this section.

3. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the bidder or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same bidder, such sums as may be determined to be necessary to satisfy any liabilities of such bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph II. of this section.
4. **Subcontracts.** The bidder or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs I. through VI. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs I. through VI. of this section.
5. The bidder or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
6. Records to be maintained under this provision shall be made available by the bidder or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the bidder or subcontractor will permit such representatives to interview employees during working hours on the job.

- d. **SCIENTIFIC RESEARCH AND DEVELOPMENT and COPYRIGHT AND PATENT RIGHTS.** Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. pt. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

County shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under the contract. The County shall hold the copyright to works produced or purchased under the contract. The Federal Government holds a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

- e. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT FOR PROCUREMENTS VALUED IN EXCESS OF \$150,000.** If the contract is in excess of \$150,000, the bidder agrees as follows:

"Clean Air Act"

Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.

The bidder agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance money.

"Federal Water Pollution Control Act"

Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. §1251 et seq.

The bidder agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The bidder agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance money.

- f. **BYRD ANTI-LOBBYING AMENDMENT FOR PROCUREMENTS VALUED AT OR IN EXCESS OF \$100,000 (ATTACHMENT II).** Bidders who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the bidder who in turn will forward the certification(s) to the awarding agency.

A completed certificate attached hereto-titled Byrd Anti-Lobbying (ATTACHMENT II) is required to be submitted in bidder's sealed Bid. Upon request, the successful bidder agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and sub-consultants after Contract award.

- g. **DEBARMENT AND SUSPENSION (ATTACHMENT III).** A completed "Certification Regarding Debarment and Suspension" is required at time of Bid submission. Upon request, the successful bidder agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

1. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C. As such the bidder is required to verify that the bidder, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The bidder must comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by County. If it is later determined that the bidder did not comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder must comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to bidder of this Certification completed by its suppliers, subcontractors and subconsultants.

- h. **PROCUREMENT OF RECOVERED MATERIALS FOR GOODS VALUED ABOVE \$10,000.** In the performance of the contract, the bidder shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- I. Competitively within a timeframe providing for compliance with the contract performance schedule;
- II. Meeting contract performance requirements; or
- III. At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive

Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The bidder also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

i. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (48 C.F.R. § 52.204-25).

I. Definitions.

As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g.,

connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

II. Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The bidder is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph III. of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph III. of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

III. Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

IV. Reporting requirement

(1) In the event the bidder identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the bidder is notified of such by a subcontractor at any tier or by any other source, the bidder shall report the information in paragraph IV.(2) of this clause to the Contracting Officer, unless elsewhere in the contract are established procedures for reporting the information; in the case of the Department of Defense, the bidder shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the bidder shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The bidder shall report the following information pursuant to paragraph IV.(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer

part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph IV.(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the bidder shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The bidder shall insert the substance of this clause, including this paragraph (e) and excluding paragraph II.(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

- j. **DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. 200.322)**. As appropriate, and to the extent consistent with law, the bidder should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- k. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**. The County has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible pursuant 2 C.F.R. § 200.321(b)(1)-(5). The successful bidder, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs I. through V. of this Section.

AFFIRMATIVE STEPS must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

- l. **PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**. (31 U.S.C. ch. 38). The bidder acknowledges that 31 U.S.C. ch. 38 (Administrative Remedies for False Claims and Statements) applies to the bidder's actions pertaining to the contract.

- m. **CRIMINAL LAW / FALSE CLAIMS ACT**. The False Claims Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733. For example, a false claim could include false billing documentation submitted by the County received from a bidder or subcontractor under the contract.

The bidder understands that making false statements or claims in connection with the contract is a violation of federal law, which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- n. **COMPLIANCE WITH FEDERAL LAWS**. The contract is being funded in whole or in part with federal funds awarded to the County by the U.S. Department of the Treasury. The bidder shall comply with all applicable federal statutes, regulations, and executive orders. Bidder shall insert the substance of this clause in all subcontracts and other contractual instruments.

- o. **FEDERAL SYSTEM FOR AWARD MANAGEMENT**. A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

- p. **MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY**. Bidder is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) (42 U.S.C. § 6201).

- q. **FEDERAL RECORDS REQUIREMENTS**.

1. The bidder shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. 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 bidder's place of business. Exceptions include:
 - i. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - ii. When the County has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
 - iii. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
 - iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the County.
2. The following access to records requirements apply to the Contract:
 - (1) The bidder agrees to provide the County, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the bidder which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) The bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. Department of the Treasury guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators.
4. The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract/order with the County or the bidder, and wherever located shall be the property of the County.

5. Bidder must comply with all of the provisions of 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
6. Bidder shall provide the County with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

r. FEDERAL CONFLICT OF INTEREST/GIFT POLICY:

1. **Conflict of interest.** Notwithstanding any provision of section 2-443 of the Palm Beach County Code of Ethics, no employee, officer or agent of the County may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a *real or apparent* conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a County contract.

In addition, bidder shall disclose to County in writing all federal criminal law violations involving fraud, bribery or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the bidder.

2. **Organizational conflict of interest.** The bidder or bidder shall not have activities or relationships (a) causing the bidder or bidder to be unable, or potentially unable, to render impartial assistance or advice to the County; (b) impairing the bidder's or bidder's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.
3. **Gift policy.** Notwithstanding any provision of the Palm Beach County Code of Ethics, no bidder, contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from; this solicitation or the resulting contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the County. Further, no officer, employee, or agent of the County shall solicit or accept, a gratuity, favor, or anything of monetary value from a bidder, contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from, this solicitation or the resulting contract.

- s. **AMERICANS WITH DISABILITIES ACT (ADA):** The bidder shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

10. FEMA REQUIRED TERMS AND CONDITIONS

In the event the Contract is funded in whole or part by the Federal Emergency Management Agency ("FEMA"), the following terms and conditions apply. Furthermore, in the event there is a conflict between the terms and conditions set forth in the General Conditions and the terms and conditions set forth in this Section, the terms and conditions set forth herein shall take precedence.

a. DISASTER RECOVERY REFORM ACT.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the bidder acknowledge and agree that no language in the Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. CHANGES.

The Director of Purchasing, Palm Beach County, by written notification to the bidder 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 bidder 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.

c. DHS SEAL, LOGO AND FLAGS.

The bidder shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The bidder shall include this provision in any subcontract.

d. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the County, bidder, or any other party pertaining to any matter resulting from the Contract.

e. FEMA'S ASSISTANCE TO FIREFIGHTERS GRANT.

To the extent the Contract is funded pursuant to FEMA's Assistance to Firefighters Grant (AFG) Program, non-delivery of any AFG-funded vehicle by the contract's specified date, or other non-performance by the bidder, will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the County.

f. COMPLIANCE WITH FEDERAL LAW.

Notwithstanding anything to the contrary set forth in Section 9n. **Compliance With Federal Laws**, this is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

g. FEDERAL RECORDS REQUIREMENTS.

In addition to the terms and conditions set forth in Section 9.q. **FEDERAL RECORDS REQUIREMENTS**, the bidder agrees as follows:

- I. To provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the bidder which are directly pertinent to the Contract for purposes of making audits, examinations, excerpts, and transcriptions.
- II. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- III. The bidder agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to work being completed under the Contract.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS
IFB #23-047/SS

**CARD ACCESS SECURITY SYSTEM PARTS, SUPPLIES, ACCESSORIES, SOFTWARE, AND SUPPORT PLANS,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

11 GENERAL / SPECIAL CONDITION PRECEDENCE

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

12. AWARD (ITEM-BY-ITEM)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder(s) on an item-by-item basis, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

13. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder for each item shall be designated primary awardee and the next lowest responsive, responsible bidder for each item shall be designated secondary awardee. Determination of lowest, responsive, responsible bidder is subject to the S/M/WBE and Local Preference provisions specified herein, as applicable. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted **only** after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of the contract if it declines more than 20% of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee for an item is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee for that item shall be offered to the secondary awardee for that item and awarded upon mutual agreement.

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

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

Upon award, the successful bidder shall supply one copy of the appropriate catalog(s) and/or MSRP to: Palm Beach County Finance Department, Supervisor, Pre-Audit Division, P.O. Box 4036, West Palm Beach, Florida 33402-4036, (561) 355-3011.

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

15. INVOICES

When invoicing the County for goods purchased under this solicitation, the successful bidder must provide complete, accurate invoices which must include for every item purchased a unique catalog number, a definitive description, the catalog/list price, and the invoiced price. If the applicable catalog does not provide unique numbers, the description of the item must be sufficiently accurate to specifically identify the goods provided to the County. Example: Invoice shall include:

<u>Item #</u>	<u>Description</u>	<u>Part #</u>	<u>List Price</u>	<u>Discount</u>	<u>Discount Price</u>	<u>Qty</u>	<u>Total</u>
1.	Sony speaker	#123	\$50.00	50%	\$25.00	3	\$75.00

16. AUDIT

All items sold to Palm Beach County as a result of this bid award are subject to post sale audit adjustment. In the event an audit indicates the successful bidder has not honored quoted price lists and discounts, the successful bidder shall be liable for any and all overage charges, and may be considered in default of the contract.

17. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of sixty (60) months or until the estimated amount is expended, at the discretion of the County. The County will order on an as needed basis.

18. 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). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, freight, shipping, surcharges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages. Unless specified otherwise in this solicitation, delivery may be to any location within Palm Beach County, including locations within the Glades Area.

19. DELIVERY

Delivery shall be required within one (1) business day for stock items and three (3) business days for non-stock items after receipt of term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

20. AS SPECIFIED

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

21. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for sixty (60) months. The anticipated value during the contract term is \$995,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid 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.

22. BRAND/MANUFACTURER REFERENCED

Only the referenced manufacturer(s) will be considered.

23. WARRANTY

The successful bidder shall furnish factory/manufacturer warranty on all items and equipment 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 successful bidder shall repair or replace same at no cost to Palm Beach County.

24. PACKAGING / SHIPPING LABELS

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

25. TERMINATION OF RELATIONSHIP WITH MANUFACTURER(S)

In the event a successful bidder's relationship of a particular manufacturer's line is terminated by the manufacturer, a notice of termination shall be supplied, in writing, to the Purchasing Department. Supporting documentation from the manufacturer, terminating their relationship with the successful bidder, shall be included. Failure to do so, may result in termination from the contract and possible sanctions of being suspended from doing business with the County for a period of up to two (2) years.

26. BACK ORDERS

If the vendor experiences a back order of items from its manufacturer or distributor, the vendor shall ensure that such back orders are filled within a reasonable period of time. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County shall solely determine what constitutes a reasonable period of time and may, at its discretion, cancel back orders and obtain the items from another vendor.

27. INSURANCE REQUIRED

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

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

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

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners c/o Purchasing Department,
50 South Military Trail, Suite 110, West Palm Beach, FL 33415.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

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

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

SPECIFICATIONS
IFB #23-047/SS

**CARD ACCESS SECURITY SYSTEM PARTS, SUPPLIES, ACCESSORIES, SOFTWARE, AND SUPPORT PLANS,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure a single, fixed percentage discount from the current Manufacturer's Suggested Retail Price (MSRP) for the manufacturers specified herein, and establish a term contract for the purchase and delivery of card access security system parts, supplies, accessories, software, and support plans for Palm Beach County.

GENERAL

The single, fixed percentage discount from current MSRP offered for each manufacturer shall apply to all items/equipment within the price list.

The same single, fixed percentage discount from current MSRP offered for each manufacturer shall apply to items delivered to the County or picked up by authorized County personnel at successful bidder's place of business.

Bidders are cautioned to calculate their single, fixed percentage discount percentage carefully. Separate shipping charges are not allowed under this contract, and shall be taken into consideration when offering your single fixed percentage discount.

NOTE: It is imperative that bidders contact the responsible Buyer, **PRIOR TO BID SUBMISSION DATE**, if a published MSRP does not exist for a specified manufacturer.

Minimum order requirements are not allowed.

COUNTY'S RESPONSIBILITIES

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

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall

1. adhere to all terms, conditions and specifications set forth herein.
2. provide contact names, phone numbers and emails and be available at all times to answer questions as needed regarding orders prior to and after issuance of orders from requesting department.

COUNTY ACCEPTANCE

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

PAYMENT

Payment is based on the single, fixed percentage discount 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. This shall include, but not be limited to, all supervision, labor, equipment, materials, transportation, shipping, handling, freight, surcharges, and other items, facilities services necessary to fully and completely provide the items as specified herein.

**BID RESPONSE
IFB #23-047/SS**

**CARD ACCESS SECURITY SYSTEM PARTS, SUPPLIES, ACCESSORIES, SOFTWARE, AND SUPPORT PLANS,
PURCHASE AND DELIVERY OF, TERM CONTRACT**

ITEM NO.	DESCRIPTION	SINGLE FIXED PERCENTAGE DISCOUNT OFFERED FROM CURRENT MSRP
1.	SIELOX	%
2.	HID GLOBAL	%
3.	ALLEGION	%
4.	LENEL	%

Acknowledge Insurance requirements, per Term #27.

YES/INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

Commercial Non-Discrimination Certification:

By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

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

CERTIFICATION OF BUSINESS LOCATION
IFB #23-047/SS

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

(Signature)

(Date)

**DRUG-FREE WORKPLACE CERTIFICATION
IFB #23-047/SS**

IDENTICAL TIE BIDS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid, and received on or before the published bid submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid to be deemed non-responsive.

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: _____

SOLICITATION/PROJECT/BID NO.: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____

COUNTY DEPARTMENT: _____

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT*** ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: _____

ADDRESS: _____

CONTACT PERSON: _____

PHONE NO.: _____

E-MAIL: _____

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____

Non-SBE MBE WBE SBE

*SMWBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY **ALL SUBCONTRACTORS/SUBCONSULTANTS** ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
		Minority Business	Women Business	Small Business						
1.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Bid/Offer Price \$ _____

Total Certified S/M/WBE Participation \$ _____

I hereby certify that the above information is accurate to the best of my knowledge: _____

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____.

The undersigned affirms they are the following (select one from each column **if applicable**):

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Print Name of Prime

By: _____
Authorized Signature

Print Name

Title

Date: _____

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Print Name

Title

Date: _____

**OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM**

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ _____ from _____
(Prime Contractor Name)

On ____/____/____ for my _____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____ / _____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/subconsultant

By: _____
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/Subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, _____ (year), by _____ (name of person acknowledging).

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification ____ Type of Identification _____

ATTACHMENT A

IFB #23-047/SS

**CARD ACCESS SECURITY SYSTEM PARTS, SUPPLIES, ACCESSORIES, SOFTWARE, AND
SUPPORT PLANS, PURCHASE AND DELIVERY OF, TERM CONTRACT**

AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR GOODS AND OTHER SERVICES

The API(s) approved for this project is/are listed below.

SBE Price Preference - Goods and Other Services Contracts

This contract shall be awarded to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-small business bid, in which case the award shall be made to the certified small business respondent or bidder submitting the lowest responsive, responsible bid at the price that it bid.
