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Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
RPQ #22-032/KP

REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR FOOD, FRESH / FROZEN / CANNED, BREAD & BAKERY, MILK & DAIRY, TERM CONTRACT

SUBMISSION DATE: FEBRUARY 24, 2022 AT 4:00 P.M.

The published Request for Pre-Qualification submission time shall be observed for the initial Pre-Qualification of Vendor(s). *NOTE*: New vendors may submit their Request for Pre-Qualification at any time after the initial submission time in order to be evaluated by the Purchasing Department and added to the "Pre-Qualified" list of Vendors.

It is the responsibility of the Vendors to ensure that all pages are included. Therefore, all Vendors 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 Contact specified herein.

VENDORS 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 RESPONSE.

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 VENDOR INTENDS TO USE SUBCONTRACTORS, VENDOR 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 VENDOR 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 quotes.

Palm Beach County shall not be responsible for the completeness of any solicitation 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.**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County

REQUEST FOR PRE-QUALIFICATION

RPQ #22-032/KP	**TITLE: REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR FOOD, FRESH / FROZEN / CANNED, BREAD & BAKERY, MILK & DAIRY, TERM CONTRACT**
BUYER: KERRY L. PARKER	**PHONE: 561.616.6824**
FAX: 561.242.6735	**E-MAIL: kparker@pbcgov.org**

***SUBMIT QUALIFICATION RESPONSES TO*: PALM BEACH COUNTY PURCHASING DEPARTMENT, 50 S. MILITARY TRAIL, SUITE #110, WEST PALM BEACH, FL 33415.**

This Request for Pre-Qualification, General Conditions, Instructions to Respondent(s), Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this Request for Pre-Qualification solicitation and response thereto, and by reference are made a part thereof. The Pre-Qualified Vendor(s) (hereinafter referred to as "Vendor" or "Quoter") shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the sole purpose and intent of this Request for Pre-Qualification to select a sufficient number of Vendors to provide Palm Beach County with goods and / or services as listed herein. The Vendors selected are hereby placed on notice that acceptance of its Request for Pre-Qualification by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR VENDORS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Vendors are advised that this package constitutes the complete set of specifications, terms, and conditions which in addition to the recommended quotation, based on a project by project basis, forms the binding contract between Palm Beach County and Vendor. Changes to this Request for Pre-Qualification may be made only by written amendment issued by the County Purchasing Department. Vendor(s) 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 response to Request for Pre-Qualification 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. Vendor certifies that this Request for Pre-Qualification is made without reliance on any oral representations made by the County.

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

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 goods and/or services covered herein apply. Lack of knowledge by the Vendor shall in no way be a cause for relief from responsibility. The Vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other goods and/or services supplied in response to this Request for Pre-Qualification) contained in its Request for Pre-Qualification meets all ANSI, NFPA, and all other Federal and State requirements. Vendor further certifies that, if it is selected as a Pre-Qualified Vendor, 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 Vendor.

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

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

b. **COMMERCIAL NON-DISCRIMINATION:**

Item No. 1: Vendor's Representations and Agreement.

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

Item No. 2: Vendor's Agreement to Apply to Subcontracts

The Vendor 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 successful vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

d. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The Vendor is, and shall be, in the performance of all work, services, and activities under the contract, an Independent Vendor and not an employee, agent, or servant of Palm Beach 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 Vendor's sole direction, supervision, and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship, and the relationship of its employees, to Palm Beach County shall be that of an Independent Vendor and not as employees or agents of Palm Beach County.

e. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The Vendor is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the Vendor acknowledges that its pricing 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. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all Vendors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

g. **NON-COLLUSION**: Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more vendors over other vendors. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

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

h. **LOBBYING**: Vendors are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a vendor or anyone representing the vendor 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 Request for Pre-Qualification, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the Request for Pre-Qualification, 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 Request for Pre-Qualifications, or otherwise takes action which ends the solicitation process.

Vendor 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.

i. **CONFLICT OF INTEREST**: The respondent represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. The respondent further represents that no person having any conflict of interest shall be employed for said performance or services**.** All respondent(s) shall disclose with their Request for Pre-Qualification the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all Vendors 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 Vendors firm or any of its branches.

j. **SUCCESSORS AND ASSIGNS**: The County and the Vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the contract. Neither the County nor the Vendor shall assign, sublet, convey or transfer its interest in the contract without the prior written consent of the other.

k. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the Vendor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the Vendor(s), its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these Request for Pre-Qualification documents and / or resultant contract.

l. **PUBLIC RECORDS, ACCESS AND AUDITS**: The vendor agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the vendor's services or authorized by the County as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the vendor, 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, F.S. This includes material which the responding Vendor might consider to be confidential. All submitted

information that the responding Vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The County shall have the right to request and review vendor's books and records to verify vendor's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its quote. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Vendor shall retain all books and records pertaining to 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, F.S., if the Vendor: **(i) provides a service; and (ii) acts on behalf of PALM BEACH COUNTY as provided under Section 119.011(2), F.S.**, the Vendor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Vendor is specifically required to:

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

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

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

m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW**: This Request for Pre-Qualification shall be included and incorporated in the final award. The order of contractual precedence shall be the Request for Pre-Qualification document (original terms and conditions), Request for Pre-Qualification response, the recommended quotation, based on a project by project basis, and the term contract delivery order (DO). Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

n. **LEGAL EXPENSES**: The County shall not be liable to a Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.

o. **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 the Vendor.

p. **SCRUTINIZED COMPANIES:**

1. SCRUTINIZED COMPANIES:

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Vendor 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 Request for Pre-Qualification may be terminated at the option of the County.

2. SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION):

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Vendor, the resulting Contract from this Request for Pre-Qualification 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 F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

3. REQUEST FOR PRE-QUALIFICATION SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All Request for Pre-Qualification responses must be submitted on the provided Request for Pre-Qualification "Response" Form.** Request for Pre-Qualification responses on vendor letterhead / quotation 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 REQUEST FOR PRE-QUALIFICATION RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE REQUEST FOR PRE-QUALIFICATION.** All responses will be received on or after the time indicated and may continue during the term specified. Request for Pre-Qualification responses are to be submitted to the Palm Beach County Purchasing Department, in a sealed envelope or container, bearing the Request for Pre-Qualification number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in the Special Conditions of this Request for Pre-Qualification, Vendor should include with its Request for Pre-Qualification a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the Vendor shown on the Request for Pre-Qualification response page. It shall also be the responsibility of the Vendor to maintain a current Business Tax Receipt for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Business Tax Receipt is required unless specifically exempted by law. In lieu of a Palm Beach County Business Tax Receipt, the Vendor should include the current Business Tax Receipt issued to the Vendor in the response. It is the responsibility of the Vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **S/M/WBE PROGRAM – EBO REQUIREMENTS**

PLEASE NOTE THAT ALL FORMS RELATED TO THE EBO PROGRAM CAN BE FOUND AT:
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. This Request for Pre-Qualification is subject to the EBO Ordinance to maximize S/M/WBE participation on an as needed project by project basis. NOTE: Individual projects shall not exceed $99,999.

Item 2 – Contract Award Criteria
For purchases made as a result of this solicitation, the County shall make an award to the Vendor who is certified as a small business with Palm Beach County and who is within 10% of the lowest responsive, responsible Vendor, providing that the small business is also deemed responsive and responsible to the terms and conditions of the solicitation.

Item 3 – Quote Submission Documentation
S/M/WBE vendors, responding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime vendors own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE vendor intends to perform 100% of the work with their own workforce.

S/M/WBE subcontractor/subconsultant documentation, if applicable, shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors / Subconsultants
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. The total proposed percentage of S/M/WBE participation shall also be included on this form. 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 - Letter of Intent
A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a subcontractor/subconsultant (or 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. Each Schedule 2 shall be properly 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 form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and 2 will result in no S/M/WBE consideration given.

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 vendor'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 quote/submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the subcontractor/subconsultant, along with the price and /or percentage.

Item 4 – S/M/WBE Certification
Only those firms certified by Palm Beach County at the time of project opening shall be counted toward the established S/M/WBE project 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 vendor to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that vendors 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 – Decertification
As part of the consideration for quote award under the EBO Ordinance, any Vendor decertified by Palm Beach County shall be considered non-responsive to the S/M/WBE requirements.

Item 6 – EBO Program Compliance - Penalties
Under the EBO Ordinance, the Office of Equal Business Opportunity ("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 vendors 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 vendor in its quote, 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 Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Vendor does not resolve the non-compliance within fifteen (15) calendar 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 vendor or quoter, 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) vendors having a permanent place of business in Palm Beach County or (2) vendors 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 vendor is a non-Glades business, all quotes received from responsive, responsible Glades businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining ranking and award.
2. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to vendors having a permanent place of business in Palm Beach County. If the lowest responsive, responsible vendor is a non-local business; all quotes received from responsive, responsible local businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining ranking and award.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a vendor must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Request for Pre-Qualification. A permanent place of business means that the vendor's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the vendor has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the vendor will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the vendor is exempt from the business tax receipt requirement by law, and will be used to verify that the vendor had a permanent place of business prior to the issuance of this Notice of Solicitation / Request for Pre-Qualification. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the response to this Notice of Solicitation / Request for Pre-Qualification by the published submission time. 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 vendor to not receive a local preference.

e. CONDITIONED OFFERS: Vendor are cautioned that any condition, qualification, provision, or comment in their Request for Pre-Qualification, or in other correspondence transmitted with their Request for Pre-Qualification, 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 Request for Pre-Qualification as non-responsive.

NOTE: This includes quotations provided on individual projects.

f. PROJECT PRICING FOR PRE-QUALIFIED RESPONDENTS:

1. All project pricing responses must be submitted on the "Response" Form provided by the requesting department. Responses on vendor letterhead / quotation forms shall not be accepted.
2. Prices offered from Vendors on an as needed basis must be the price for new merchandise and free from defect. Unless specifically requested in the specifications, any quotes containing modifying or escalation clauses shall be rejected.
3. The Vendor(s) shall provide for a "turnkey" service as stated in the Specification / Scope of Work attached hereto and incorporated herein. The omission of any essential detail from these Specifications / Scopes of Work does not relieve the Vendor from completing each Project in its entirety. No additional compensation shall be allowed beyond the price provided on the quotation as submitted for each Project.
4. Vendor warrants by virtue of quoting(on an as need basis) that prices shall remain firm for a period of ten (10) days from the date of each quotation submittal or other time stated in special conditions.
5. In the event of mathematical error(s), the unit price shall prevail and the Vendor(s) total offer shall be corrected accordingly.

6. Respondents may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for evaluation purposes unless otherwise specified in the special conditions. Vendor should reflect any discounts to be considered in the unit prices offered.

g. **ACCEPTANCE / REJECTION OF REQUEST FOR PRE-QUALIFICATIONS**: Palm Beach County reserves the right to accept or to reject any or all Request for Pre-Qualifications. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the Request for Pre-Qualification of any Vendor who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by the County or other governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of vendors in order to make a determination as to its ability to perform.
Palm Beach County reserves the right to reject any offer or quote if the prices 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 line items and significantly greater than fair market price for other 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 quote is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

h. **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, F.S., 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.

i. **PERFORMANCE DURING EMERGENCY**: By submitting a response, vendor agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given “first priority” for all goods and services under the contract. Vendor agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a “first priority” basis. Vendor shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

j. **VENDOR’S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned vendor hereby certifies and agrees that the following information is correct: In preparing each of its proposed project pricing responses the Vendor will, consider all proposals submitted from qualified, potential subcontractors and suppliers, and will not engage 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 any quotes submitted by the vendor under this Solicitation, and to terminate any contract awarded based on the response.

At the time of the request for pre-qualification the vendor 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 vendor 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.

Vendor shall indicate its agreement to the foregoing by signing the Pre-Qualification Response Page.

Vendor’s failure to meet these requirements shall render its response non-responsive.

4. REQUEST FOR PRE-QUALIFICATION SUBMISSIONS/ OBSERVING THE PUBLISHED REQUEST FOR PRE-QUALIFICATION SUBMISSION TIME

The published Request for Pre-Qualification submission time shall be observed for the initial Pre-Qualification of Vendor(s). It is the sole responsibility of the Vendor to ensure that their Request for Pre-Qualification arrives in the Purchasing Department prior to the published Request for Pre-Qualification submission time. Request for Pre-Qualification responses by telephone, electronics, or facsimile shall not be accepted. ***NOTE*: New vendors may submit their Request for Pre-Qualification at any time after the initial submission time in order to be evaluated by the Purchasing Department and added to the “Pre-Qualified” list of Vendors.** Vendors are cautioned that any submittals received after the initial requested time will be evaluated, but, could take up to thirty (30) days to do so.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all goods shall be made as soon as possible. Deliveries resulting from this Request for Pre-Qualification 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 Vendor 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 Vendor(s) shall be responsible for making any and all claims against carriers for missing or damaged goods.

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

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the Vendors, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are Vendors authorized to use

the County's Tax Exemption Number in securing such materials. Any sales tax paid by vendors to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the vendor.

c. **PAYMENT**: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's response must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at: **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**.

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

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

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

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

d. **CHANGES**: The Director of Purchasing by written notification to the Vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The Vendor(s) shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT**: The County may, by written notice of default to the Vendor, terminate the contract in whole or in part if the Vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, and 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 Vendor, the County may procure goods and / or services similar to those terminated, and the Vendor shall be liable for any excess costs incurred due to this action.

If it is determined that the Vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Vendor), the rights and obligations of the parties shall be those provided in Section 5.f, "Termination for Convenience".

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

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

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

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

8. **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 successful vendor shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the successful vendor may offer a reduced price which shall remain in effect for the duration of the contract. The successful vendor warrants that the price(s) shall not exceed the successful vendor'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 successful vendor offers more favorable pricing to one of its customer(s), the successful vendor shall extend to the County the same pricing or the then current market price, whichever is lower.

9. **E-VERIFY – EMPLOYMENT ELIGIBILITY:** Vendor 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 beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of vendor's subconsultants performing the duties and obligations of the contract are registered with the EVerify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

10. GENERAL / SPECIAL CONDITION PRECEDENCE

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

11. PRE-QUALIFICATION

All Vendors who provide FOOD and meet the terms and conditions of this solicitation are eligible, during the term of the contract, to be Pre-Qualified for their ability to perform contracts in accordance with this solicitation. Vendors who have been Pre-Qualified and no longer want to be solicited may request, in **writing**, that their company be removed from the qualified vendor list. Request shall be submitted to: Purchasing Department, 50 S. Military Trail, Suite 110, West Palm Beach, FL 33415. Palm Beach County reserves the right at its sole discretion to add qualified vendors at any time.

All vendors interested in pre-qualifying shall have an established business with sufficient personnel and expertise to meet the requirements of this solicitation.

12. QUALIFICATION OF VENDORS

Only responsive and responsible Vendors, qualified to provide the goods and/or service specified herein shall be considered for inclusion to the pre-qualified list. The Vendors may be asked to provide sufficient evidence to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Vendors should submit the following information with their Request for Pre-Qualification response; however, if not included, it shall be the responsibility of the vendors to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of vendors to provide the required information within the specified time frame is considered sufficient cause for rejection of their Request for Pre-Qualification.

NOTE: INFORMATION SUBMITTED WITH A PREVIOUS BID / QUALIFICATION SHALL NOT SATISFY THIS PROVISION.

A. List a minimum of three (3) references for large commercial or government accounts in which your firm is currently supplying similar goods and services including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the vendor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who will be unable to answer specific questions regarding the requirement.

B. Provide a copy of current inspection report from the Health Department.

13. DETERMINATION / AWARD

A letter, noting a term of sixty (60) months or until the estimated funding is expended, will be sent to all responsive, responsible Vendors meeting the minimum qualification. All Vendors will be authorized to submit quotes in accordance with Term and Condition "Method of Ordering" herein, and if awarded, shall provide the required goods and /or services.

The ordering department shall be responsible for evaluating the quotations, applying the S/M/WBE Preference, or Local Preference, as applicable, and awarding the project.

14. TERM

The terms and conditions of this solicitation shall remain in full force and effect during the term specified and shall apply to all orders placed for specified goods and / or services for Palm Beach County. Re-qualifying and / or termination shall be at the sole discretion of Palm Beach County.

15. METHOD OF ORDERING (TERM CONTRACT)

The County will notify all applicable Vendors of each Project on an as needed basis. Determination of specifications for each Project will be made by the ordering County department. The ordering department will notify ALL applicable Pre-Qualified Vendors to present a written quote on the response form provided by the requesting department. Responses on vendor letterhead / quotation forms shall not be accepted. Each Project shall be awarded to the Vendor offering the lowest fixed price, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable.

Any Project that is equal to or greater than the Mandatory Bid Amount (as stated below) shall be subject to Section 2-54, Palm Beach County Code. The "Mandatory Bid Amount" is the threshold dollar amount established as policy by the Board of County Commissioners at and above which a formal competitive sealed bid process must be used. Presently the mandatory bid amount for any Project is one hundred thousand dollars ($100,000.00). Any Project that exceeds the Mandatory Bid Amount shall be separately solicited via a formal competitive sealed bid process.

16. F.O.B. POINT

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

17. DELIVERY

Delivery shall be required within five (5) business days 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.

18. ESTIMATED EXPENDITURES

The anticipated value during the sixty (60) month period is **$3,361,100**. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to re-advertise 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.

19. TIME LIMIT FOR RETURNING QUOTATIONS

Pre-Qualified Vendors shall return their quotation no more than five (5) business days after receipt of quotation unless otherwise specified by the ordering department. Failure of the Vendor(s) to submit the quotation within the required time specified will be considered a "NO QUOTE" and the Vendor(s) will not be eligible for consideration of award for that Project. Failure to respond to a requested Project quotation five (5) times consecutively may constitute a lack of interest and removal from the Pre-Qualification list unless requested in writing by Vendor to remain active or to be reinstated.

20. INSURANCE

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

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

Business Auto Liability Insurance. Vendor shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi-trailer designed for travel on public roads.) In the event Vendor neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing Vendor to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed

by the Vendor indicating either the Vendor does not own any vehicles, and if vehicles are acquired throughout the term of the contract, Vendor agrees to purchase “Owned Auto” coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers’ Compensation and Employer’s Liability Insurance. Vendor shall maintain Workers’ Compensation & Employer’s Liability Insurance in accordance with Florida Statute Chapter 440.

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

Except as to Business Auto, Workers’ Compensation and Employer’s Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read: Palm Beach County Board of County Commissioners c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415. It is the responsibility of the Vendor to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

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

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

SPECIFICATIONS
RPQ #22-032/KP

REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR FOOD, FRESH / FROZEN / CANNED, BREAD & BAKERY, MILK & DAIRY, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this solicitation is to establish a list of pre-qualified vendors for the purchase and delivery of Food (perishable/non-perishable) for Palm Beach County.

GENERAL

Only responsive and responsible vendors qualified to provide the goods specified herein shall be considered for inclusion to the pre-qualified list.

Only those items listed on the pre-qualification response pages shall be considered.

COUNTY'S RESPONSIBILITIES

The County shall contact ALL applicable pre-qualified vendors listed for the required food category and invite them to submit a written price quote on the response form provided by the requesting department on an as needed basis.

PRE-QUALIFIED VENDOR'S RESPONSIBILITIES

Pre-Qualified vendors shall possess a fully equipped and staffed office to promptly respond to Palm Beach County's price quote requirements, as specified herein.

Pre-Qualified vendors shall adhere to all delivery requirements and provide goods and services as specified.

GRADING CERTIFICATES

Pre-Qualified vendors shall furnish USDA certificates for the following food items with each delivery: Vegetables, Meats, Poultry, and Seafood.

Each shipping case and grade certificate shall be imprinted with the official stamped seal of the required inspection.

DELIVERY REQUIREMENTS

Pre-Qualified vendors are required, when necessary to deliver to various locations throughout Palm Beach County.

A. **All frozen items shall be stored and delivered in a hard frozen state (0 degrees Fahrenheit to 5 degrees Fahrenheit). Food deliveries of refrigerated items shall be 35 degrees Fahrenheit to 45 degrees Fahrenheit, and Dry Goods delivered shall be 70 degrees Fahrenheit to 75 degrees Fahrenheit.** Items may be combined on the same truck with the understanding that the products be held at correct temperatures for each product group. Products shall be delivered in satisfactory condition. Palm Beach County reserves the right to require that the successful vendor not combine frozen/refrigerated and perishable/non-perishable items if it determines that this method is unsatisfactory. Failure to adhere to Palm Beach County's requirements may result in cancellation of the order. Products must be clean, free from damage, infestation, and within proper temperatures.

B. In the event of vehicle breakdown or other delay, Pre-Qualified vendors shall be responsible for ensuring items are delivered to the designated location as scheduled. Pre-Qualified vendor(s) shall be responsible for contacting the ordering department(s) and informing them of any delivery delays, and shall re-schedule delivery for the same day.

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STORAGE

Pre-Qualified vendors shall be responsible for properly storing, rotating and maintaining the quality of all products. Pre-Qualified vendors shall maintain sanitary conditions and otherwise meet Florida Department of Health standards and Palm Beach County Health Department regulations. Vendors' warehouse shall be properly maintained for cleanliness.

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. Acceptance is defined as a receipt signed by the designated County Representative(s), as acknowledgement of goods received. 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 awarded vendor and for a full refund, any item(s) received which fails to meet the County’s specifications or performance standards.

PAYMENT

Payment will be based on the unit price offered on the quote response page submitted to the County department(s) representative. Payment shall be rendered ONLY upon the County’s satisfaction and acceptance of item(s) delivered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation, freight, shipping, handling fees, delivery and other facilities and services necessary to fully and completely provide the items as specified herein. No additional compensation shall be offered or paid.

PRE-QUALIFICATION RESPONSE PAGE
RPQ #22-032/KP

REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR FOOD, FRESH / FROZEN / CANNED, BREAD & BAKERY, MILK & DAIRY, TERM CONTRACT

MARK WITH AN "X" BELOW ONLY THOSE ITEMS WHICH YOUR FIRM IS CAPABLE OF SUPPLYING.

DESCRIPTION	MARK WITH "X" (ALL THAT APPLY)
BABY FOOD (APPLE SAUCE, BANANAS, GOOD START FORMULA, SIMILAC W/ IRON, ETC.)	( ) BULK ( ) NON-BULK ( ) RETAIL
BAKERY ITEMS	( ) BULK ( ) NON-BULK ( ) RETAIL
BREAKFAST ITEMS (FROZEN PANCAKES, WAFFLES, CEREAL, FRENCH TOAST, ETC.)	( ) BULK ( ) NON-BULK ( ) RETAIL
BREAD (WHEAT, WHITE, WHOLE GRAIN, ETC.)	( ) BULK ( ) NON-BULK ( ) RETAIL
CHEESE	( ) BULK ( ) NON-BULK ( ) RETAIL
COFFEE	( ) BULK ( ) NON-BULK ( ) RETAIL
CONDIMENTS (SUGAR, SWEETENERS, ETC.)	( ) BULK ( ) NON-BULK ( ) RETAIL
DAIRY ITEMS	( ) BULK ( ) NON-BULK ( ) RETAIL
DESSERTS	( ) BULK ( ) NON-BULK ( ) RETAIL
DRINK (JUICES, SODA, TEA, ETC.)	( ) BULK ( ) NON-BULK ( ) RETAIL
FISH (FRESH/FROZEN)	( ) BULK ( ) NON-BULK ( ) RETAIL
FRUIT, FRESH (ALL KINDS)	( ) BULK ( ) NON-BULK ( ) RETAIL
FROZEN FOODS (ALL KINDS)	( ) BULK ( ) NON-BULK ( ) RETAIL

Continued…

Firm Name_____

PRE-QUALIFICATION RESPONSE PAGE
RPQ #22-032/KP

REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR FOOD, FRESH / FROZEN / CANNED, BREAD & BAKERY, MILK & DAIRY, TERM CONTRACT

MARK WITH AN "X" BELOW ONLY THOSE ITEMS WHICH YOUR FIRM IS CAPABLE OF SUPPLYING.

DESCRIPTION	MARK WITH "X" (ALL THAT APPLY)
ICE (BAGGED)	( ) BULK ( ) NON-BULK ( ) RETAIL
ICE CREAM (ALL FLAVORS/ALL KINDS)	( ) BULK ( ) NON-BULK ( ) RETAIL
MEAT (FRESH/FROZEN/CANNED)	( ) BULK ( ) NON-BULK ( ) RETAIL
MISCELLANEOUS ITEMS	( ) BULK ( ) NON-BULK ( ) RETAIL
PASTA	( ) BULK ( ) NON-BULK ( ) RETAIL
PLATTERS (SANDWICH/CHICKEN/FRUIT/ VEGETABLE)	( ) BULK ( ) NON-BULK ( ) RETAIL
POULTRY	( ) BULK ( ) NON-BULK ( ) RETAIL
RICE	( ) BULK ( ) NON-BULK ( ) RETAIL
SNACK FOODS (CHIPS, COOKIES, CANDIES, ETC.)	( ) BULK ( ) NON-BULK ( ) RETAIL

Continued…

Does vendor provide delivery? Yes _____ No _____

Does vendor have a pick-up location in Palm Beach County? Yes _____ No _____

If so, provide address:

_____

_____

_____

Firm Name_____

PRE-QUALIFICATION RESPONSE PAGE
RPQ #22-032/KP

REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR FOOD, FRESH / FROZEN / CANNED, BREAD & BAKERY, MILK & DAIRY, TERM CONTRACT

MARK WITH AN "X" BELOW ONLY THOSE ITEMS WHICH YOUR FIRM IS CAPABLE OF SUPPLYING.

DESCRIPTION	MARK WITH "X" (ALL THAT APPLY)
VEGETABLES (FRESH/FROZEN/CANNED)	( ) BULK ( ) NON-BULK ( ) RETAIL

The undersigned hereby applies for pre-qualification under this solicitation, and acknowledges and agrees to all the terms, conditions and specifications of this solicitation for any work performed (projects).

NOTE: Palm Beach County makes no commitments nor guaranties whatsoever to any of the Pre-Qualified Vendor(s) with respect to a specific amount of work or compensation.

Acknowledge Qualification of Bidders information is included, per Term #12? YES/INITIAL _____

Acknowledge Insurance requirements, per Term #20? YES/INITIAL _____

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR REQUEST FOR PRE-QUALIFICATION)

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's solicitation for pre-qualification 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 vendor is a Joint Venture for the goods/services described herein, vendor 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, vendor hereby certifies, per General Term and Condition #3j., that: (i) the information set forth therein is true and correct to the best of the vendor's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in the vendor's response.

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

QUALIFICATIONS OF VENDORS
REFERENCES FOR RPQ #22-032/KP

Vendor shall list references in accordance with the requirements set forth in the Qualifications of Vendors.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:**	**Cell:**
	Fax:	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:**	**Cell:**
	Fax:	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:**	**Cell:**
	Fax:	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION
RPQ #22-032/KP

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) vendors having a permanent place of business in Palm Beach County ("County") or (2) vendors 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, vendors 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 vendor to provide the goods/services being solicited by the County, and will be used to verify that the vendor had a permanent place of business prior to the issuance of the solicitation. The vendor must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of submission of the Request for Pre-Qualification response. 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 vendor to not receive a local preference.

In instances where the vendor is exempt by law from the requirement of obtaining a Business Tax Receipt, the vendor must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the vendor 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 vendors for additional information related to this requirement after the Request for Pre-Qualification response due date.

I. Vendor 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 vendor's County Business Tax Receipt verifies vendor's permanent place of business.

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

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

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 vendor on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the vendor.

_____ _____
(Signature) (Date)

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____ **SOLICITATION/PROJECT/BID No.:** _____

NAME OF PRIME RESPONDENT/BIDDER: _____ **ADDRESS:** _____

CONTACT PERSON: _____ **PHONE NO.:** _____ **E-MAIL:** _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ **DEPARTMENT:** _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories) Non-SBE	M/WBE Minority/Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐	☐	_____	_____	_____	_____	_____
2.	☐	☐	☐	_____	_____	_____	_____	_____
3.	☐	☐	☐	_____	_____	_____	_____	_____
4.	☐	☐	☐	_____	_____	_____	_____	_____
5.	☐	☐	☐	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)			**Total**	_____	_____	_____	_____	_____

Total Bid Price $_____ **Total SBE - M/WBE Participation** _____

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

Note:

1. **The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
2. **Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.**
3. **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**):

Column 1	**Column 2**	**Column 3**
☐ Male ☐ Female	☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Hispanic American ☐ Native American	☐ 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: _____

Revised 09/17/2019