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**Purchasing Department**
www.pbcgov.org/purchasing

# BOARD OF COUNTY COMMISSIONERS
# NOTICE OF SOLICITATION
# RPQ #24-024/CB

## REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR OILS, LUBRICANTS AND FLUIDS, PURCHASE AND DELIVERY, TERM CONTRACT

## SUBMISSION DATE: FEBRUARY 8, 2024 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

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|---|---|
| **RPQ #24-024/CB** | **TITLE: REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR OILS, LUBRICANTS AND FLUIDS, PURCHASE AND DELIVERY, TERM CONTRACT** |
| **BUYER: CHRISTAL BAKIE** | **PHONE (561) 616-6803** |
| **FAX (561) 242-7546** | **E-MAIL: cbakie@pbcgov.org or PUR-Procure-Solicit@pbcgov.org** |

***SUBMIT QUALIFICATION RESPONSES TO*: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 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**: Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required by the contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of interest shall be employed for said performance or services. Vendor shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.

**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.

**q. 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 vendor 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. 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 – Application of Affirmative Procurement Initiative(s) (API)**

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

In accordance with the EBO Ordinance, the API(s) have been waived for this solicitation. The additional information is provided as follows:

**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 dated 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 – 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 – Counting S/M/WBE Participation**

**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 – 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 9 – 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 TAXES**: 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 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".

**f.** **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 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 E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

**10. <u>Prohibition Against Considering Social, Political Or Ideological Interests In Government Contracting -- F.S. 287.05701</u>**

Vendors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. Vendors are further notified that the County's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

**FEDERAL TERMS AND CONDITIONS**

**a. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>.**

***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 I. 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 an Audit Requirements for Federal Rewards.
   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.

**11. 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
**RPQ #24-024/CB**

**REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR OILS, LUBRICANTS AND FLUIDS, PURCHASE AND DELIVERY, TERM CONTRACT**

## 12. GENERAL / SPECIAL CONDITION PRECEDENCE

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

## 13. PRE-QUALIFICATION

All Vendors who provide Oils, Lubricants and Fluids 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.

## 14. 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.

## 15. 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.

## 16. METHOD OF ORDERING (TERM CONTRACT)

The County will notify all applicable pre-qualified 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.

## 17. 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.

## 18. TIME FOR COMPLETION / DELIVERY

Vendor acknowledges and agrees that the time of completion/delivery is an essential condition of the contract. By submitting a response, vendors, if awarded work, agrees to begin work at the specified time frames as stated in their quote, and to

prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within the agreed time frame based on the County's issuance of a term contract delivery order (DO).

**19. ESTIMATED EXPENDITURES**

The anticipated value during the sixty (60) month period is $3,291,500. 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.

**20. INFORMATION AND DESCRIPTIVE LITERATURE (Brand Name "or equal")**

Unless otherwise stated in these specifications, any manufacturer's names, trade names, brand names, information or catalog numbers listed in this specification are for information and not intended to limit competition. When the phrase "or equal" is used, the vendor may offer any manufacturer/brand for which they are an authorized dealer/distributor/reseller, which meets or exceeds the specifications for any item listed in the RPQ.

Unless offering the specified manufacturer/brand and manufacturer/brand part/model numbers, the vendor **should** submit with their quotation; however, if not included, it shall be the responsibility of the vendor to submit descriptive literature, within a time frame specified by the County (normally within two (2) working days of request), manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). Literature shall provide matching product numbers to those offered on the specifications page and sufficient detail to verify compliance to RPQ specifications. Failure of a vendor to provide the required information within the specified time frame is considered sufficient cause for rejection of their response. The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation may result in the rejection of the response. Reference to literature submitted with a previous response or literature which has been created by any entity other than the manufacturer shall not satisfy this provision.

**The County reserves the sole right to determine acceptance of the offered item (s) as an approved equal.**

When applicable, regardless of offering the "exact" or an "or equal" item, the quantity per case, ounces per bottle, pounds per bag, etc., must be completed in order to be responsive to the solicitation.

Note: At the sole discretion of Palm Beach County, samples may be requested, after submittal, to complete and/or verify compliance to specifications.

**21. 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.

**22. INSURANCE REQUIRED**

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

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

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 #24-024/CB**

**REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR OILS, LUBRICANTS AND FLUIDS, PURCHASE AND DELIVERY, TERM CONTRACT**

## PURPOSE AND INTENT

The sole purpose and intent of this Request for Pre-Qualification (RPQ) is to establish a list of pre-qualified vendors for the purchase of Oils, Lubricants and Fluids for Palm Beach County.

## COUNTY'S RESPONSIBILITIES

The County shall:

1. Review the quotes submitted by the pre-qualified vendors.
2. Order goods on an as needed basis.

## PRE QUALIFIED VENDOR'S RESPONSIBILITIES

The pre-qualified vendor shall:

1. Return the written price quote to the County user department within the specified timeframe as stated on the request for quote.

## TECHNICAL REQUIREMENTS

All products shall meet or exceed the latest industry standards and the below specifications for grade and type:

## ITEM #1-MOTOR OIL

**Motor Oil** – Multi Grade, Diesel 15W-40, Per (API) CJ-4 OR CK-4: Shall meet or exceed diesel engine performance requirements of the manufacturers specifying the use of service requirements for applications as listed under American Petroleum Institute (API) CJ-4 OR CK-4 Performance Specifications.

**Motor Oil:** Shall be CRC SL2261 (Sta-Lube Universal 2-Cycle Engine Oil) or equal, meeting the following salient characteristics:

1. Be 2-cycle, universal or general purpose
2. Be a minimum 15 oz. bottle

**Motor Oil:** Shall be Valvoline VV461 (TC-W3 Multipurpose 2-Cycle Engine Oil) or equal, meeting the following salient characteristics:

1. Be 2-cycle, universal or general purpose
2. Be a minimum 32 oz. bottle

**Motor Oil:** Shall be Smitty's Supply SUS 50 (Super S Multi Flow 10W-30 Premium Motor Oil) or equal, meeting the following salient characteristics:

1. Be SAE Grade 10W-30
2. Be a minimum 32 oz. bottle
3. Be for a gasoline engines

**Motor Oil:** Shall be Smitty's Supply SUS 51 (Super S Multi Flow 10W-40 Premium Motor Oil) or equal, meeting the following salient characteristics:

1. Be SAE Grade 10W-40
2. Be a minimum 32 oz. bottle
3. Be for gasoline engines

**Motor oil**: Shall meet or exceed the following salient characteristics:

1. Shall be SAE 85W-140.

2. Shall be multipurpose.
3. Shall meet or exceed service API categories GL-5, MT-1, SAE 85W-140 with extreme pressure additive.

**ITEM #2 – HYDRAULIC OIL**

**Hydraulic Oil – AW-68:** Shall be viscosity grade ISO 68, and AGMA Grade 2. Shall meet or exceed performance requirements of major hydraulic pump manufacturers for use in vane, piston, and gear type pumps.

**ITEM #3 – GREASE**

**Multipurpose Grease – Lithium Hydroxystearate:** NLGI - 2, EP2, shall be lithium 12 hydroxystearate based grease.

**ITEM #4 – COOLANT / ANTI-FREEZE**

**Anti-freeze/Coolant:** Shall be Chevron Delo ELC B 227811, or equal meeting the following salient characteristics:

1. Be extended life, 50/50 mixture ratio, fifty percent (50%) concentrate of ethylene glycol and fifty percent (50%) distilled or de-ionized water.
2. Be of virgin product.
3. Be pre-diluted, fully formulated, inhibited, ethylene glycol based, heavy duty engine coolant used for cooling systems of heavy-duty engines.

**Anti-Freeze/Coolant:** Shall be Valvoline 719009 (Max Life Antifreeze/Coolant) or equal, meeting the following salient characteristics:

1. Be a minimum 128 oz. bottle
2. Be concentrate
3. Contain ethylene glycol
4. Be used for all makes and models of foreign and domestic automobiles and light duty trucks

**Diesel Anti-Freeze/Coolant:** Shall be Prestone AF-3200 (Prime by Prestone Conventional Green Antifreeze/Coolant) or equal, meeting the following salient characteristics:

1. Be a minimum 128 oz. bottle
2. Be concentrate
3. Be low silicate
4. Be used in cars, and light and heavy-duty trucks and equipment

**ITEM #5 – LUBRIPLATE PRODUCTS – NO SUBSTITUTES SHALL BE ACCEPTED**

**Lubriplate**: #1242 Lithium-Polymer Type, Extreme Pressure Grease (Part #L0106-098) 14 ½ ounce cartridge.

**Lubriplate**: Gear Shield Extra Heavy aerosol (Part #L-0152-063) 11 ounce spray can.

**Lubriplate**: Chain and Cable Fluid Lubricant aerosol (Part #L-0135-063) 12-ounce spray can.

**ITEM #6 – MULTI-PURPOSE LUBRICANT**

**Multi-Purpose Lubricant**: Shall be CRC 05005 (Power Lube Multi-Purpose Lubricant) or equal, meeting the following salient characteristics: shall be a minimum of 9 oz. aerosol can, shall penetrate, lubricate, and loosen rusted parts.

**Multi-Purpose Lubricant**: Shall be WD-40 49008 (WD-40 Multipurpose Lubricant) or equal meeting the following salient characteristics: shall be a minimum 16 oz. aerosol can, shall penetrate, loosen and clean.

**Anti-Seize Lubricant**: Shall be Permatex 80078 (Aluminum Anti-Seize Lubricant) or equal meeting the following salient characteristics: shall be a minimum 8 oz. bottle, shall contain copper, aluminum and graphite lubricants, shall prevent galling, seizing and corrosion, shall be salt, corrosion, and moisture resistant, shall perform within a temperature range (-)60 DEG F to a maximum (+)1,600 DEG F.

**Penetrating Lubricant**: Shall be Zep 014901 (Zep 45 NC) or equal meeting the following salient characteristics: shall be a minimum 15 oz. aerosol can, shall contain Teflon.

**ITEM #7 – SYNTHETIC OIL**

**Synthetic Oil: NO SUBSTITUTES SHALL BE ACCEPTED** – Only the below referenced brands meeting the MAN 342 M2 or S1 minimum specifications will be considered.

a) Mobil Delvac Synthetic Gear Oil (SAE 75W-90) (MAN 342 M2)
b) Castrol SAF-XO (SAE 75W-90) (MAN 342 S1)
c) Castrol Syntrax long Life (SAE 75W-90) (MAN 342 S1)
d) Shell Spirax ASX (SAE 75W-90) (MAN 342 S1)
e) Shell Spirax S6 AXME (SAE 75W-90) (MAN 342 S1)

**Synthetic Oil:** Shall meet or exceed the following salient characteristics:

**Synthetic Oil**: Shall be Petro-Canada, SAE-0W-20 or equal.

**Synthetic Oil**: Shall be Petro-Canada, SAE-5W-20 or equal.

**Synthetic Oil**: Shall be Petro-Canada, SAE-0W-16 or equal.

1. Be full synthetic oils per the American Petroleum Institute (API).
2. Be Dexos approved.
3. Be approved for use in gasoline engines.
4. Be a minimum 32 oz bottle.

**ITEM #8- AUTOMATIC TRANSMISSION FLUID, ALLISON (OEM) APPROVED TES 668:** Allison transmission OEM approved ATF that complies with TES 668 specifications. Below are ATF's with Allison TES 668 approval number, and approved marketer product brand name. Fluid shall meet the following specifications or the latest industry standards for grade and type:

| NUMBER | BRAND NAME |
|---|---|
| AN-011001 | Castrol, TranSynd |
| AN-031002 | BP, Autran Syn 295 |
| AN-031003 | BASF – Emgard 2805 |
| AN-031004 | International, Fleetrite Synthetic ATF |
| AN-051005 | ExxonMobil Lubricants , Mobil Delvac Synthetic ATF |
| AN-1010007 | MACK - Synthetic ATF |
| AN-121008 | Shell, Spirax S6 ATF A295 |
| AN-121009 | CNH HD Synthetic ATF |
| | CITGO SynDurance ATF |
| | SUNOCO DURATRANS ATF 668 |
| | DURADRIVE HD SYNTHETIC 668 |

**ITEM #9- FLUID- DIESEL EXHAUST FLUID (UREA)**

Fill On-Site- Tank WSagon

1. Fill on-site directly to County tote containers and above ground storage tanks.
2. Delivered by Tank Wagon.

Pre-Filled- 2.5 Gallon Bottle

1. Pre-filled to specified levels.
2. Portable
3. Polyethylene container to include pour spout.
4. Delivered in 2.5-gallon capacity container.

**PACKAGING REQUIREMENTS**

Requirements for products furnished in packaged form are described below:

1. All containers shall be labeled with the manufacturer's brand name, product description and lot number. Size of the container shall be as specified on the response page.

2. Container labels shall include API Service Category(ies) (for engine oils), API Logo (for engine oils), SAE Viscosity Grade (for engine oils and gear lubricants), MILSPEC Designation (where applicable), and other manufacturer data included on packaging of like products sold to the public.

   2.1. Returnable Containers - shall be clearly marked and identifiable. Empty containers shall be picked up within five (5) business days after notification for pick-up. Transportation of containers shall be the sole responsibility of the successful bidder at no additional cost to the County.

   2.2. Clean Containers - products delivered in containers which have not been properly cleaned inside and out, as determined by the County, shall be picked up and replaced by the successful bidder with an identical product packaged in a clean container, within five (5) business days after notification by the County. This shall be at the expense of the successful bidder and at no additional cost to the County.

**SPILLAGE AND CLEANUP**

1. Successful bidder shall be fully responsible for any and/or all of their employee's actions that require cleanup or ground sterilization as the result of an "improper" delivery. Successful bidder shall have and maintain those types of materials necessary to contain spilled product. Successful bidder shall be responsible for prompt and thorough cleanup of all spillage, per EPA specifications, and for any fines or fees for any contamination that results there from.

2. Discovery or occurrence of a spill, suspected contamination of surrounding area, or any other indication of chemical release shall be immediately reported to the ordering agency. Where the event is a direct or indirect result of the successful bidder's actions, the successful bidder shall also effect contaminant and initiate clean-up immediately.

**MINIMUM DELIVERY ORDER**

The minimum delivery order on the contract shall be at least two (2) cases of oils, greases, or fluids when products are shipped in cases. Any product in five (5) gallon pails, 120 pound containers, drums or totes shall have a minimum order of one (1) each. The minimum order of bulk deliveries shall be 75 gallons.

**PRICING**

Pricing shall include all fees or charges incurred to deliver to, and off-load at, each site. Water quality tax shall be invoiced on a separate line.

**ABBREVIATIONS / DEFINITIONS**

API - American Petroleum Institute
ASTM - American Society for Testing and Materials
ATF - Automatic Transmission Fluid
ELC - Extended Life Coolant
NLGI - National Lubricating Grease Institute Standards
OEM - Original Equipment Manufacturer
pH - Measure of the Acidity or Basicity of a Solution
SAE - Society of Automotive Engineers
TES - Transmission Engineering Specification

**BID RESPONSE**
**RPQ #24-024/CB**

**REQUEST FOR PRE-QUALIFICATION OF VENDORS FOR OILS, LUBRICANTS AND FLUIDS, PURCHASE AND DELIVERY, TERM CONTRACT**

| ITEM NO. | DESCRIPTION | MARK WITH AN "X" BELOW THOSE ITEMS YOU FIRM IS CAPABLE OF SUPPLYING |
|---|---|---|
| 1. | MOTOR OIL | [ ] |
| 2. | HYDRAULIC OIL | |
| 3. | GREASE | [ ] |
| 4. | COOLANT/ ANTI-FREEZE | [ ] |
| 5. | LUBRIPLATE PRODUCTS | [ ] |
| 6. | MULTI-PURPOSE LUBRICANT | [ ] |
| 7. | SYNTHETIC OIL | [ ] |
| 8. | AUTOMATIC TRANSMISSION FLUID | [ ] |
| 9. | FLUID- DIESEL EXHAUST FLUID (UREA) | [ ] |

*** 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.

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

# CERTIFICATION OF BUSINESS LOCATION
# RPQ #24-024/CB

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.

# DRUG-FREE WORKPLACE CERTIFICATION

## RPQ #24-024/CB

**IDENTICAL TIE BIDS/QUOTES - In accordance with section 287.087, Florida Statutes, a preference shall be given to bidders submitting with their bids/quotes 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 2-80.21–2-80.34. In the event tie bids/quotes are received from bidders who have not submitted with their bids/quotes 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/quotes.**

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

**Whenever two (2) or more bids/quotes 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/quote 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**
**(Print Individual's Name)**

**_____ of _____**
**(Title/Position with Company/Bidder) (Name of Company/Bidder)**

**who does hereby certify that said Company/Bidder 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**

**CERTIFICATION REGARDING LOBBYING**
**BYRD ANTI-LOBBYING AMENDMENT**

**RPQ #24-024/CB**

The undersigned Bidder certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
Signature of Bidder's Authorized Official

_____
Name and Title of Bidder's Authorized Official

_____
Date

**ATTACHMENT III**

## CERTIFICATION
## DEBARMENT AND SUSPENSION

## RPQ #24-024/CB

**THE BIDDER HEREBY CERTIFIES THAT:**

a. This 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. As such the bidder is required to verify that none of 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).

b. The bidder must comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. 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, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, 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.

**COMPANY NAME**:_____

**ADDRESS:**_____

**COMPANY'S AUTHORIZED OFFICIAL:**

_____
**Print Name and Title**

_____
**Signature**

_____
**Date**