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Purchasing Department
www.pbcgov.org/purchasing

AMENDMENT #1

Dated: 7/11/2025

PALM BEACH COUNTY PURCHASING DEPARTMENT
50 SOUTH MILITARY TRAIL, SUITE 110
WEST PALM BEACH, FLORIDA 33415-3199

RPQ #: 25-023/NV-1

TITLE: WINDOW TREATMENTS, REPAIR, REPLACEMENT AND/OR INSTALLATION, TERM CONTRACT

This Amendment is issued to provide additional information and clarification to the RPQ document:

NEW PURCHASING DEPARTMENT CONTACT:

Narumi Vargas
(561) 561-616-6839
NVargas@pbc.gov

Pre-Qualified Vendors are advised of the following changes to the RPQ:

1. Sections 2(b) and 2(c) of the General Conditions has been deleted in its entirety and replaced with the following

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 R2025-0748 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, 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 R2025-0748, 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 or genetic information. Failure to meet this requirement shall be considered a default of contract.

2. Section 3(c) of the General Conditions has been deleted in its entirety and replaced with the following:

c. Small Business Enterprise (SBE) - EBO REQUIREMENTS

NOTE: The following provisions apply to the sections of the non-federally funded portions of this solicitation. All Equal Business Opportunity (EBO) Program Forms, including waiver forms and good faith effort documentation are available on the Office of Equal Business Opportunity (OEBO) website: **https://discover.pbcgov.org/oebo/Pages/Documents.aspx**.

Item 1 – Policy
It is the policy of the Palm Beach County Board of County Commissioners (BCC) that all segments of its business population have an equitable opportunity to participate in the County's procurement process, prime contracts, and subcontract opportunities. To that end, the BCC adopted an Equal Business Opportunity Ordinance (EBO Ordinance), codified in Sections 2-80.20 through 2-80.40 (as may be amended) of the Palm Beach County Code, 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 has precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Bid Submission Documentation
If any subcontractors/subconsultants are utilized in performing work under the contract, bidders or respondents must complete Schedule 1 and Schedule 2, listing the work to be performed by any subcontractor/subconsultant, including SBE subcontractors/ subconsultants.

SBE bidders or respondents submitting as Prime contractors or consultants (Primes) are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce.

Schedules 1 and 2 must be submitted with the bid or proposal prior to the published bid or proposal due date and time.

Schedule 1 – List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation
A completed Schedule 1 must be submitted by the Prime and list the names of all subcontractors/subconsultants intended to be used in performance of the contract, if awarded, including the total proposed percentage of SBE participation. This schedule must also be used if an SBE Prime is performing all or any portion of the contract with their own workforce.

When a minimum mandatory API goal is applied, failure to submit a properly executed Schedule 1 will result in a determination of non-responsiveness to the solicitation.

Schedule 2 – Letter of Intent
A completed and executed Schedule 2 is a binding document between the Prime and subcontractor/subconsultant (any tier) and should be treated as such. Each Schedule 2 must be executed by the Prime and by all proposed subcontractor/subconsultant. If the Prime is an SBE, a Schedule 2 must be submitted to document work to be performed by its own workforce. All SBE(s) must specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor/subconsultant on this Schedule. All named subcontractors/subconsultants on this Schedule must also complete and submit a separate Schedule 2. The Prime may count toward its SBE goal 2nd and 3rd tiered certified SBE(s); provided that the Prime submits a completed and executed Schedule 2 for each SBE.

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

When a minimum mandatory API goal is applied, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. In the event of a conflict between Schedules 1 and 2 when calculating SBE participation, the information provided on Schedule 2 takes precedence.

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

3. Section 3(j) of the General Conditions has been deleted in its entirety and replaced with the following:

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 R2025-0748 as may be 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, 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. OEBO schedules 1, 2, 3 and 4 have been deleted in its entirety and replaced with the attached schedules.

Please acknowledge receipt of this amendment by signing and returning to Palm Beach County Purchasing Department at PUR-Procure-Solicit@pbc.gov.

COMPANY NAME	SIGNATURE / DATE
NARUMI VARGAS SENIOR BUYER	MELODY THELWELL DIRECTOR

OEBO SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID NO.: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ COUNTY DEPARTMENT: _____

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

NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____

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

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____ Non-SBE ☐ SBE ☐

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

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

Subcontractor/Sub consultant Name	(Check all Applicable Categories) Non-SBE	SBE	DOLLAR AMOUNT OR PERCENTAGE OF WORK
1.	☐	☐	_____
2.	☐	☐	_____
3.	☐	☐	_____
4.	☐	☐	_____
5.	☐	☐	_____

(Please use additional sheets if necessary)

Total _____

Total Bid/Offer Price $_____

Total Certified SBE Participation $ _____

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

Name & Authorized Signature Title

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

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/ subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

☐ SBE ☐ Non-SBE ☐ Supplier Date of Palm Beach County Certification (if applicable): _____.

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

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

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

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

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

_____ _____

Print Name of Prime Print Name of Subcontractor/subconsultant

By: _____ By: _____

Authorized Signature Authorized Signature

_____ _____

Print Name Print Name

_____ _____

Title Title

Date: _____ Date: _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO SCHEDULE 3*
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

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

SUBCONTRACTING INFORMATION								Subcontractor Category (check applicable)	
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	SBE (√)	Non-SBE (√)
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )
								( )	( )

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

Additional Sheets May Be Used As Necessary.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION*

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. **All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

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

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

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

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

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

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

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

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

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

STATE OF FLORIDA
COUNTY OF _____

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

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ☐ **OR Produced Identification** ☐ **Type of Identification**

_____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025