

Board of County Commissioners

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Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #20-029/MB**

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES, MAINTENANCE
AND REPAIR, TIME AND MATERIAL, TERM CONTRACT**

BID SUBMISSION DATE: FEBRUARY 20, 2020 AT 4:00 P.M.

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

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

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

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If bidder intends to use subcontractors, bidder must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

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

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

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

IFB #20-029/MB	IFB TITLE: HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES, MAINTENANCE AND REPAIR, TIME AND MATERIAL, TERM CONTRACT	
PURCHASING DEPARTMENT CONTACT: MARVA BROWN		TELEPHONE NO.: (561) 616-6815
FAX NO.: (561) 242-6715	E-MAIL ADDRESS: mbrown@pbcgov.org	

All bid responses must be received on or before February 20, 2020, prior to 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO:** Palm Beach County Purchasing Department, Attention: Marva Brown, Senior Buyer, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

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

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners ("Board") 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 items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

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

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

b. COMMERCIAL NON-DISCRIMINATION :

Item 1: Bidder's Representations and Agreement.

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

Item 2: Bidder's Agreement to Apply to Subcontracts

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

- c. DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

d. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the 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 bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

f. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a 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 36 months from the date of being placed on the convicted vendor list."

g. **NON-COLLUSION:** Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, 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, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

h. **LOBBYING:** Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

i. **CONFLICT OF INTEREST:** All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

j. **SUCCESSORS AND ASSIGNS:** The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder 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 successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

l. **PUBLIC RECORDS, ACCESS AND AUDITS:** The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the bidder, and wherever located shall be the property of the COUNTY.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in 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 bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to this 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 Bidder: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

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

Bidder 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 Bidder 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. 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 BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'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 Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. 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 bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.
- 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 successful bidder.
- 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 Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

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 Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to 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 Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES:** All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid 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 BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid 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 bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the successful bidder 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 - EBO REQUIREMENTS**

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation 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. A bidder must comply with the requirements contained in this Section for a bidder to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)

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

The API(s) approved for this solicitation, including any applicable S/M/WBE goals are attached. Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

b. **API Waiver Requests**

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.

c. **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 API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at <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, and any bids received by the County in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

d. **Documentation Required for Good Faith Efforts**

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

Item 3 – Bid Submission Documentation

S/M/WBE bidders, bidding 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 bidders own workforce NOT being counted towards meeting the - S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

Bidders are required to submit Schedules 1 and 2 with their bid in order to be deemed responsive to this solicitation. Subcontractor/subconsultant documentation 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 this 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 Schedule 2 will result in a bid/proposal being rejected as non-responsive to the solicitation.

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 bid 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 bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of

any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Counting S/M/WBE Participation

- 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 form 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 Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors, and specify 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 with their starting date.

Schedule 4 – Payment Certification Form

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 form 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 this contract, the amount and name of the Subcontractor/subconsultant shall be listed on this form. All named Subcontractors/subconsultants on this form 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 specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

The successful Respondent/bidder shall submit an Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form is to be filled out by the Prime Contractor and the Payment Certification Forms are 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 vendor is required to input all Subcontractor/subconsultant payment information directly into the EBO payment portal 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 at bid opening or date/time for submission of the 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 or proposal.

All requests for modifications or substitutions shall be submitted to the COUNTY and the Office of EBO 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 submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The Prime Contractor/consultant shall submit a new properly 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 quote or proposal may be attached with a properly executed Schedule 2.

Item 8 – EBO Program Compliance- Penalties

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

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/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) days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the COUNTY regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

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

submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

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

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is

mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder 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. Bidder 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.
- m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder 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 bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.
- n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit:

discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

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

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

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

4. **BID SUBMISSION TIME / AWARD OF BID**

- a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME:** The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. **CONTRACT ADMINISTRATION**

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid 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 successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

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

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

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

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

Payment shall be made by the County after 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, Palm Beach County, by written notification to the successful 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 successful 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.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part

because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

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

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

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

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

6. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL**

AUDIT REQUIREMENTS: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS

8. GENERAL / SPECIAL CONDITION PRECEDENCE

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

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. The bidder shall provide written evidence (copies of current licenses/certifications) that show that the firm (bidder) or a principal in the firm be licensed to contract the scope of work in Palm Beach County with one of the following:
 1. Palm Beach County Certification: HARV Contractor's License (heating, air conditioning, refrigeration and ventilation)
 2. State of Florida Certification: Class A Air Conditioning Contractor's License, or Mechanical Contractor's License

10. CRIMINAL HISTORY RECORDS CHECK – LOT #1 (Countywide excluding PBIA)

This solicitation includes sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the recommended awardee(s) and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the contractor or its subcontractor terminates an employee who has been issued a badge, the Contractor must notify the County within two (2) hours. At the time of termination, the contractor shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Contractor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

11. CRIMINAL HISTORY RECORDS CHECK – LOT #2 (PBIA only)

All individuals working at the Palm Beach International Airport (“PBIA”) must pass a Criminal History Records Check (“CHRC”). Each individual requesting unescorted access authority onto the PBIA Security Identification Display Area (“SIDA”), Sterile Area and the Air Operations Area (“AOA”), will be required to submit to a finger-print based CHRC that does not disclose that the individual has a disqualifying criminal offense as defined in 49 CFR 1542.209. When determining if an individual will be granted unescorted access, the Department of Airports’ Security Office (“Airport Security Office”) will apply the regulations set forth in 49 CFR 1542 and any directives, policies or procedures established by the Transportation Security Administration thereunder. Fingerprinting will be conducted electronically by the Airport Security Office and submitted to the FBI after being reviewed by the designated clearinghouse.

The successful bidder shall be responsible for payment of all applicable fees related to the CHRC, including, but not limited to, fingerprinting and badge fees. All badges must be returned to the Airport Security Office upon termination of services or removal of any employees due to a security violation. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentionally false statement or entry on any security program, record, application, report, access, or identification media, or any other document that is kept, made or used to show compliance with the CHRC requirements. The term “persons” includes an individual, firm, partnership, corporation, company, association, joint-stock association, or governmental entity. The County reserves the right to suspend any Contractor, subject to the requirements of the Ordinance, that: 1) is not in compliance with the requirements of County Code Section 2-371 through 2-377, as amended; OR 2) does not immediately contact the County regarding a badged Contractor employee or Subcontractor employee that has been terminated.

12. AWARD (LOT-BY-LOT)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on a lot-by-lot basis. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

13. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted **only** after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. The primary awardee may be found in default of the contract if it declines more than ten (10) % of the offered work, or if it establishes a pattern of accepting only the more desirable work and declining the less desirable work. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

14. INVOICES

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

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

15. AUDIT

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

16. TIME AND MATERIAL CONTRACT (MATERIAL PRICING AT COST)

The price to be paid for materials sold to Palm Beach County as a result of this bid award shall be based on the bidder's cost of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the bidder shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. In no event shall the prices, based on cost, exceed the bidder's price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower. Any Federal or State taxes paid by the bidder to its suppliers for materials sold to Palm Beach County as a result of this bid award are not reimbursable by Palm Beach County to the bidder.

17. EQUIPMENT (EQUIPMENT PRICING AT COST PLUS 10% MARKUP)

As part of this bid, replacement equipment may be requested from the successful bidder as part of a repair that is not specified herein but is offered by the successful bidder under the scope of this solicitation. The price to be paid for equipment sold to Palm Beach County as a result of this bid award as part of a repair shall be based on the bidder's cost, plus a markup no greater than 10%, of the actual equipment plus shipping costs. Successful bidder shall supply original manufacturer's/supplier's cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, PO Box 4036, West Palm Beach, Florida 33402-4036. Percentage markup shall be indicated on the Bid Response page(s). The percentage markup is not included as part of the evaluation criteria for award. Failure to offer a percentage markup for a particular lot, shall render the entire lot non responsive. Stand-alone parts and equipment purchases are not allowed under the contract.

18. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

19. F.O.B. POINT

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

20. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of the contract.

By submitting a bid response, bidder, if awarded contract, agrees to begin work not later than four (4) hours after notification, or two (2) hours during emergency situations after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within mutually agreed upon time frames after starting work.

21. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$850,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of the contract has been reached, notwithstanding that the anticipated term has not been completed.

22. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

23. WARRANTY

The successful bidder shall furnish factory/manufacture warranty on all items, parts and equipment furnished hereunder against defect in materials and/or workmanship and a minimum ninety (90) day warranty on labor. The factory/manufacture warranty shall become effective on the date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to Palm Beach County.

24. WORKSITE SAFETY / SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc., at no additional cost to the County, necessary to protect and secure the worksite(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

25. PERMIT

The successful bidder shall obtain a building permit for each project with a value greater than \$1,000. If a permit is required, the successful bidder shall complete the permit application and submit the packet to Facilities Development & Operations for approval. The price to be paid for permit(s) purchased for Palm Beach County as a result of this bid award, shall be based on the successful bidder's actual cost of the permit and NOT included in the bidder's quote for each project. With each invoice that includes permit(s) not covered by the service as defined herein, the successful bidder shall supply original permit(s) cost documentation to the Palm Beach County Department requesting the service as well as to the Finance Department, Pre-Audit Division, P.O. Box 4036, West Palm Beach, Florida 33402-4036. Any Federal or State taxes paid by the successful bidder to its suppliers for a permit(s) sold to Palm Beach County as a result of this bid award, are not reimbursable by the County to the bidder.

No additional compensation shall be provided to the successful bidder for any administrative fees, travel time, etc. that may occur when processing a permit. The successful bidder shall take this into consideration when submitting a bid response.

26. REPAIR / REPLACEMENT PARTS AND EQUIPMENT

All parts/materials used in the performance of the contract, shall be OEM or the manufacturer's approved equal, and shall be the latest improved models in current production as offered through commercial trade, and shall be of quality material. The successful bidder shall maintain a stock of routine maintenance items to keep the equipment in safe operating condition. All worn and affected parts that are replaced shall be shown or returned to the County representative.

All repair/replacement parts shall be supplied at the successful bidder's cost plus shipping. Parts that are removed shall remain sole property of the County.

Equipment shall be supplied at the successful bidder's cost plus 10% and plus shipping fees. Equipment that is removed shall remain the sole property of the County.

The County reserves the right to purchase any required parts/equipment on its own, if in the opinion of the County, it would prove to be more advantageous for the County. The labor for replacement of parts/equipment shall be the responsibility of the successful bidder and shall be based on the hourly rate provided on the response page.

27. ATTACHMENTS

Attachment A is included and is incorporated in this Invitation for Bid.

28. INSURANCE REQUIRED – LOT #1 (Countywide excluding PBIA)

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

The successful bidder shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY unless otherwise directed by COUNTY.

The successful bidder shall maintain at its sole expense, in full force and effect, at all times during the term of the Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by successful bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by successful bidder under the Contract. Successful bidder shall notify COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Unless prohibited under the policy, all coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** Successful bidder shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** Successful bidder shall maintain Business Auto Liability at a limit of liability not less than \$500,000 each accident. In the event successful bidder owns no automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the successful bidder indicating either the successful bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, successful bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.
- C. **Workers' Compensation Insurance & Employer's Liability:** Successful bidder shall maintain Workers' Compensation accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.
- D. **Additional Insured Clause:** The Commercial General Liability and the Business Automobile liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. **Waiver of Subrogation:** Successful bidder hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then successful bidder shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should successful bidder enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Prior to each subsequent renewal of the contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the successful bidder shall deliver to the COUNTY, unless otherwise directed by COUNTY, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by the contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Purchasing Department
50 S Military Trail
West Palm Beach, FL 33415
- G. **Umbrella or Excess Liability:** If necessary, successful bidder may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Successful bidder agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department reserves the right to review, and modify the required insurance, including limits, coverage, and, or endorsements.

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

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

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

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

29. INSURANCE REQUIRED – LOT #2 (PBIA only)

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

The successful bidder shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY unless otherwise directed by COUNTY.

The successful bidder shall maintain at its sole expense, in full force and effect, at all times during the term of the contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by successful bidder, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by successful bidder under the Contract. Successful bidder shall notify COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Unless prohibited under the policy, all coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability:** Successful bidder shall maintain Commercial General Liability at a limit of liability not less than \$500,000 each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Business Auto Liability:** Successful bidder shall maintain Business Auto Liability at a limit of liability not less than \$5,000,000 each accident.
- C. **Workers' Compensation Insurance & Employer's Liability:** Successful bidder shall maintain Workers' Compensation accordance with Florida Statute Chapter 440. Policy shall include coverage for Employer's Liability.
- D. **Additional Insured Clause:** The Commercial General Liability and the Business Automobile liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.
- E. **Waiver of Subrogation:** Successful bidder hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then successful bidder shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should successful bidder enter into such an agreement on a pre-loss basis.
- F. **Certificates of Insurance:** Prior to each subsequent renewal of the contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the successful bidder shall deliver to the COUNTY, unless otherwise directed by COUNTY, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by the contract have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Purchasing Department
50 S Military Trail
West Palm Beach, FL 33415
- G. **Umbrella or Excess Liability:** If necessary, successful bidder may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Successful bidder agrees to endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.
- H. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department reserves the right to review, and modify the required insurance, including limits, coverage, and, or endorsements.

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

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

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

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

SPECIFICATIONS IFB #20-029/MB

HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES, MAINTENANCE AND REPAIR, TIME AND MATERIAL, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed hourly rates and establish a term contract for Heating, Ventilation and Air Conditioning (HVAC) services, maintenance and repair at various Palm Beach County locations.

GENERAL

The contract shall include HVAC services that are required to restore or maintain operations, avoid any disruption to programs and services and/or maintain the equipment in compliance with regulatory requirements.

The geographic area of coverage is all of Palm Beach County including locations within the Glades area. A service shall minimally be defined as a **routine**, non-construction, single trade activity. Services shall be in accordance with all terms, conditions and specifications listed herein. Additionally, services shall be completed in a professional manner, in accordance with industry standards, and meet the requirements of all applicable Local, State, Federal and safety regulations.

The work in general includes the maintenance and repair of air conditioning systems including chillers (e.g. air cooled, water cooled, centrifugal), pumps, cooling towers, air handlers, and associated air conditioning and mechanical systems. Repair services to ductwork and connected accessory equipment shall not be permitted under the contract.

NOTE: The contract shall not be used for new installations or the replacement of entire systems. Those requirements shall be solicited separately.

SCOPE OF WORK

HVAC services, maintenance and repair shall include, but not be limited to:

1. Maintenance, repair and/or replacement of light residential or commercial equipment such as air handlers, condenser units, motors, etc. to place the system back in service.
2. Clean coils
3. Repair and/or replace pumps
4. Replacement of angle drives, gear boxes, and various other transmittals.
5. Welding of chilled water lines, flanges, supports, etc.
6. Repair, replacement, and/or programming of variable frequency drives.
7. Descaling cooling tower curtains and copper pipes.

COUNTY'S RESPONSIBILITIES

The County shall:

1. Reserve the right to utilize a HVAC service pre-qualification contract, if established, and if it is determined that a lump sum quote is in the best interest of the County, or if County staff is not available to provide oversight for verification of hours spent at the site, and as provided for under the contract.
2. Notify successful bidder to meet at a designated site to provide a good faith estimate for work to be accomplished, if requested. If the County determines not to have the work done, the successful bidder shall be compensated for **one (1) hour** at the standard hourly rate offered on the bid response page for the estimate. If the work is scheduled to be performed, the one (1) hour rate shall not be applied to the job.
3. Order maintenance and repairs on an as needed basis.
4. Provide access to work area and equipment.
5. Inspect the service, upon completion of work, unless prior arrangements are made, with the successful bidder to ensure that the work is acceptable.
6. Reserve the right to require the removal of any of the successful bidder's employees from the project, if in the County's judgment, such removal is necessary to protect the county's interest.
7. Inspect the service upon completion of work, unless prior arrangements are made with the successful quoter, to ensure that the services are acceptable.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

Successful bidder shall:

1. Coordinate scheduling of work with the designated County representative.
2. Notify the designated County representative within one (1) hour of arrival to allow the representative enough time to meet with the technician at the specific location if desired.
3. Notify the designated County representative upon arrival and departure of County site.
4. Ensure that only employees having the required badge clearance, perform services at County buildings and at no time shall unauthorized employees be engaged in any type of service.
5. Ensure employees wear identification that clearly displays the employee's name, company name and/or logo.
6. Ensure employees park their automobiles, trucks, or other vehicles in assigned parking areas.
7. Keep all of its personnel out of areas not designated for the successful bidder's use.
8. Ensure that all work specified under the contract be performed by appropriately qualified and licensed personnel.
9. Ensure that all equipment and tools shall be in good and safe working condition, and suitable for the application for which they are being used.
10. Provide required Safety Data Sheets (SDS), as required.
11. Post all normal safety signs, necessary lighting, and temporary barriers around work areas, in accordance with OSHA requirements, while the work is in progress.
12. Furnish at their expense all supervision, labor, material and tools as necessary to fully complete the tasks as specified. The County shall compensate the successful bidder for rental of specialty equipment as specified herein herein; however, all other equipment needed (unless otherwise noted) to perform the service shall be at the successful bidder's expense at no additional cost to the County. This shall be taken into consideration when submitting a bid.
13. Complete all maintenance/repairs in accordance with manufacturer's requirements/specifications.
14. Ensure that the lubricants used comply with the specifications for lubricants recommended by the equipment manufacturer for the particular device to be lubricated and/or conform to recommendations of the current ASME Manual.
15. Ensure flammable materials and/or fire hazardous waste shall be handled, stored, and disposed of in accordance with all applicable safety standards, including removal from the worksite daily.
16. Notify the designated County representative of any suspected or additional maintenance or repair problems encountered during the service that needs additional attention prior to leaving the job site.
17. Keep the area free and clear of waste, debris and rubbish caused as a result of the service.
18. Arrange for a timely inspection of the completed service with the designated County representative if requested.
19. Provide a service ticket listing the date, location, the services provided, hours worked, parts provided and any recommendations for future services. The ticket shall be signed by both the service technician and the designated County representative on the day the service is provided.
20. The successful bidder shall not use County dumpsters, trash bins, or other contracted services to dispose of debris.

PROTECTION OF PALM BEACH COUNTY PROPERTY

1. Exterior

- a) The successful bidder shall fully protect all shrubbery, grass, outside carpeting, outdoor furniture, sprinkler systems and any other items against damage during each stage of work.
- b) The successful bidder shall remove debris generated from work process on a daily basis and properly disposed of off-site.
- c) The successful bidder shall provide protective deck boards or strips of plywood to prevent damage to the roof membranes, while on rooftops.

2. Interior

- a) The successful bidder shall fully protect all interior carpeting, furniture, personal belongings and any other items against damage during each stage of the work.
- b) The successful bidder shall remove or protect finish hardware, accessories, device plates, lighting fixtures, factory finished work, and similar items. Upon completion of each space, carefully replace all removed items. Use only skilled personnel for removal, replacement and protection.
- c) The successful bidder shall protect the area so it is not marred, soiled or otherwise damaged during the course of work.
- d) The successful bidder shall provide one man for a fire watch when welding is required in existing building. Fire watch shall require adequate protection of existing surfaces and observance of lower floors where penetrations exist.
- e) The successful bidder shall provide construction filters, if required, as a result of the service provided. Successful bidder shall be compensated at the bidder's cost of the actual item plus shipping cost, if required.
- f) The successful bidder shall remove debris generated from the work process on a daily basis and properly disposed of off-site.

COMPLETION OF WORK

Clean Up

- a) At the conclusion of the work and prior to payment, successful bidder shall thoroughly clean the site and structure of all debris and unused materials remaining from the services. Clean all closed off spaces of all packing boxes, wood frame members and other waste materials.
- b) Clean the entire system of piping and equipment internally. Open all dirt pockets and strainers, completely blowing down, as required, and clean strainer screens of all accumulated debris.
- c) All tanks, fixtures and pumps shall be drained and proven free of sludge and accumulated matter.
- d) Remove all temporary labels, stickers, etc., from fixtures and equipment (do not remove permanent name plates, equipment model numbers, ratings, etc.).
- e) Clean heating and air conditioning equipment, tanks, pumps, traps, etc. Install new filters or filter media.
- f) The entire finished work must be free from imperfections and must be neat, clean and in perfect condition, to the satisfaction of the County representative.
- g) When situation arises, successful bidder shall remove and legally dispose of contaminated refrigerant and oil from County property and provide verification on contaminated materials and legal disposal per EPA Guidelines.

CODES AND STANDARDS

1. Conform to latest edition of governing codes, ordinances, or regulations of city, county, state or utility company having jurisdiction. Where local codes are not applicable, conform to Standard Plumbing Code; Standard Gas Code; Standard Mechanical Code; Rules of Department of Air and Water Pollution Control; and National Electrical Code.
2. Perform work not regulated by Governmental bodies in accordance with current issues of the following Codes and Standards:
 - a) Factory Manual
 - b) Manufacturers Standardization Society of the Valve and Fittings Industry - MSS.
 - c) National Electrical Manufacturers Association - NEMA.
 - d) National Fire Protection Association, National Electrical Code - NEC.
 - e) National Fire Protection Association - NFPA.
 - f) Occupational Safety and Health Act
 - g) Sheet Metal and Air Conditioning Contractors National Association - SMACNA.
 - h) Air Conditioning Heating Refrigeration Institute - AHRI
 - i) Utility Company regulations as pertains to services provided.
 - j) Other Codes and Standards as individually referred to in the Specifications.

REPAIR / REPLACEMENT PARTS AND EQUIPMENT

All parts/materials used in the performance of the contract shall be OEM or the manufacturer's approved equal, and shall be the latest improved models in current production as offered through commercial trade, and shall be of quality material. The successful bidder shall maintain a stock of routine maintenance items to keep the equipment in safe operating condition. All worn and affected parts that are replaced shall be shown or returned to the County representative.

All repair/replacement parts shall be supplied at the successful bidder's cost plus shipping. Parts that are removed shall remain the sole property of the County.

Equipment shall be supplied at the successful bidder's cost plus 10% and plus shipping fees. Equipment that is removed shall remain the sole property of the County.

The County reserves the right to purchase any required parts/equipment on its own, if in the opinion of the County, it would prove to be more advantageous for the County. The labor for replacement of parts/equipment shall be the responsibility of the successful bidder and shall be based on the hourly rate offered on the response page.

SPECIALTY EQUIPMENT

In the event that specialty equipment (i.e. crane, scissor lift, hoist, etc.) is required and needs to be rented in order to perform a service, the County shall reimburse the successful bidder for the rental at the successful bidder's cost. The successful bidder shall provide the required supporting documentation (i.e. invoice from the rental company) in order for the successful bidder to be compensated accordingly. Rental equipment shall be approved by the County representative prior to the start of the service.

BILLING

One invoice shall be generated for each service call. This includes situations where multiple visits are required; however, pertain to the original service request. Each invoice shall include the following, but not be limited to and be submitted within thirty (30) days after services have been rendered:

- a) Location name and address
- b) Date of service
- c) A Delivery Order (DO) number
- d) Service provided
- e) The total number of hours including the appropriate hourly rate
- f) Itemized list of all parts/equipment used with their associated cost. Supporting documentation shall be provided for each part/equipment displaying the successful bidder's cost plus shipping.

DEFINITIONS

STANDARD RATE: Hourly rate, per man, for work performed during the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding Palm Beach County recognized holidays.

OVERTIME RATE: Compensation shall be paid at a rate of 1.5 times the awarded standard rate for actual time worked between the hours 5:01 p.m. and 7:59 a.m., Monday through Friday and weekends.

EMERGENCY/

HOLIDAY RATE: Compensation shall be paid at a rate of 2 times the awarded standard rate for actual time worked when an emergency response is required or during Palm Beach County recognized holidays.

Hourly rates shall commence upon arrival at site and terminate upon departure, actual time worked.

No additional compensation shall be paid for after-hours work/overtime unless prior written authorization is received from the designated County representative.

No additional compensation shall be paid for work started during normal working hours and completed after normal working hours unless prior written authorization is received from the designated County representative.

Hourly rates shall include, but not be limited to, appropriately licensed personnel, supervision and quality control, labor, equipment, tools, travel, fuel, mileage, mobilization, demobilization, insurance, and any/all incidental expenses that may arise from this service. No additional compensation shall be offered or paid.

- INSTALLATION:** Installation is defined as disconnecting and removing old equipment where replacement is involved and full and complete hook-up of new units. Disconnection and hook-up of units shall be accomplished only by personnel certified as being qualified to perform services herein.
- EQUIPMENT:** Equipment is defined as a component of a system that is attached permanently to the building (i.e. pumps, backflow, water heaters).
- NORMAL RESPONSE TIME:** Normal response time is defined as work to be completed at the “standard rate” and shall commence within **FOUR (4) HOURS** from the time work is requested.
- EMERGENCY:** Emergency is defined as an unexpected situation or sudden occurrence involving the covered HVAC range of work and being of a serious nature that demands immediate action and response by the successful bidder.
- EMERGENCY RESPONSE TIME:** Work shall commence within **TWO (2) HOURS** from the time work is requested.

COUNTY ACCEPTANCE

Payment shall be rendered **ONLY** upon County’s acceptance of said service. Acceptance is defined as a service ticket signed by the designated County representative(s), as acknowledgement of services rendered.

PAYMENT

Payment shall be based on the prices offered on the bid response pages. Payment shall be rendered **ONLY** upon the County’s satisfaction and acceptance of goods/services received. No additional compensation shall be paid for travel, fuel, mileage, labor, supervision, equipment/machinery (unless it is a specialty piece of equipment which requires prior approval from a County representative), materials, tools, transportation and other facilities and services necessary to fully provide the goods/services, or any/all incidental expenses that may arise from this service.

**BID RESPONSE
IFB #20-029/MB**

**HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES, MAINTENANCE AND
REPAIR, TIME AND MATERIAL, TERM CONTRACT**

LOT #1 – COUNTYWIDE (EXCLUDING PBIA)

ITEM NO.	DESCRIPTION	STANDARD RATE
1.	STANDARD RATE FOR LICENSED PERSONNEL, AS APPROPRIATE, BASED ON THE SCOPE OF WORK, AS SPECIFIED HEREIN.	\$ _____/hr
MATERIALS / PARTS: Materials/parts shall be at vendor's cost, as specified herein.		

LOT #2 – PBIA ONLY

ITEM NO.	DESCRIPTION	STANDARD RATE
1.	STANDARD RATE FOR LICENSED PERSONNEL, AS APPROPRIATE, BASED ON THE SCOPE OF WORK, AS SPECIFIED HEREIN.	\$ _____/hr
MATERIALS / PARTS: Materials/parts shall be at vendor's cost, as specified herein.		

Acknowledge Qualification of Bidders information is included, per Term #9?	YES/INITIAL _____
Acknowledge Criminal History Records Check requirement, per Terms #10 and #11?	YES/INITIAL _____
Acknowledge Insurance requirements, per Terms #28 and #29?	YES/INITIAL _____

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

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

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

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

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

ATTACHMENT A

AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR GOODS AND OTHER SERVICES

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

SBE Price Preference - Goods and Other Services Contracts

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

QUALIFICATION OF BIDDERS REFERENCES FOR IFB #20-029/MB

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		← This Contact must be informed that they are listed as a reference, and the County may be calling them.
CONTACT INFORMATION:	PHONE: FAX:	CELL PHONE: EMAIL:
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION
IFB #20-029/MB

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

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

I. Bidder is a: _____

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

(Please indicate):

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

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

(Please indicate):

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

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

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

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

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

 (Signature)

 (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #20-029/MB

IDENTICAL TIE BIDS/QUOTES - In accordance with Section 287.087, F.S., a preference shall be given to vendors 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 thru 2-80.34. In the event tie bids/quotes are received from vendors 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
 (Individual's Name)

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

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

 Signature

 Date



AMENDMENT #1

Dated: January 16, 2020

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

IFB #: 20-029/MB

TITLE: HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SERVICES,
MAINTENANCE AND REPAIR, TIME AND MATERIAL, TERM CONTRACT

SUBMISSION
DATE: FEBRUARY 20, 2020

- ADD ATTACHED OEBO SCHEDULES #1, #2, #3 AND #4 AS AN ATTACHED DOCUMENT TO IFB# 20-029/MB.

NOTE: Please acknowledge receipt of this amendment by signing and returning with your Bid Response.

COMPANY NAME

A handwritten signature in blue ink that reads "Marva Brown".

MARVA BROWN, SENIOR BUYER

SIGNATURE / DATE

A handwritten signature in blue ink that reads "Kristen A. Monnett".

KRISTEN A. MONNETT
PURCHASING MANAGER

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID No.: _____
 NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____
 CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____
 SOLICITATION OPENING/SUBMITTAL DATE: _____ DEPARTMENT: _____

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

(Check all Applicable Categories)					DOLLAR AMOUNT OR PERCENTAGE OF WORK			
Name, Address and Phone Number	Non-SBE	M/WBE	SBE	Small Business	Black	Hispanic	Women	Caucasian
								Other (Please Specify)
1. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
2. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
3. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ _____ Total _____
 Total SBE - M/WBE Participation _____
 I hereby certify that the above information is accurate to the best of my knowledge: _____ Signature _____ Title _____

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

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

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

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

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

Column 1

Column 2

Column 3

☐ Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐ Supplier
☐ Hispanic American ☐ Native American

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

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

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

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

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage: _____

Print Name of Prime

Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name

Print Name

Title

Title

Date: _____

Date: _____

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

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

[illegible]

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

(Signature)

(Title)

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

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

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

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

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

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

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

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

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

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

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

FORM K

TERM CONTRACT EXPIRATION NOTICE

PAGE: 1 of 1

ISSUE DATE: April 18, 2022

Lead Dept: 410

TO: SHAWNA LAROSE

Airports

FROM: ~~Kristen Monnett~~ COLLEEN CARDILLO
Purchasing Department

IMPORTANT

FAILURE TO RESPOND TO THIS NOTICE
MAY IMPACT YOUR ABILITY TO PROCURE
THE REFERENCED GOODS AND/OR
SERVICES

RE: RENEW/RESOLICIT TERM CONTRACT:

CMA 680 20029A

Please review your upcoming requirements regarding the above referenced contract, complete this form, provide supporting documentation as applicable, and return no later than: Wednesday, June 1, 2022On 10/21/2022, this contract for, HEATING, VENTILATION & AC SERVS, MAINTENANCE & REPAIRS, CTWD will expire. The Anticipated Usage for the renewal or new contract term **MUST** be indicated below. Additional Departments / Divisions may be listed manually.The threshold amount of the original contract was \$1,142,000.00, which may be inclusive of all user departments. Please note that justification is required for all ANTICIPATED USAGE amounts.

AUTHORIZED DEPT / UNIT	DEPARTMENT/DIVISION	ANTICIPATED USAGE FOR 12 MONTHS
120 2280	Maintenance Indirect	\$
DEPARTMENT TOTAL:		\$ 320,000.00

LIST ALL BUDGET LINES: 4100-120-2430-4620

USER DEPARTMENT SHALL CHECK THE FOLLOWING AS APPLICABLE:

- ☐ Exempt from EBO Ordinance. See PPM CW-O-043 Attachment 2 & Specify Exemption: _____
☐ Federal Funded Solicitation. Forms Required.
☒ EXERCISE RENEWAL Option. See Below *
☐ RESOLICIT with changes/additions/deletions. (Use current contract/solicitation to mark changes). See Below *
☐ DO NOT RENEW and provide reason in comments below. See Below *
 * With this Form K, Department shall complete & submit to Purchasing: (i) The OEBO Memo approving/denying Waiver of API(s) and (ii) if waiver is denied, a GSC Project Summary Worksheet with API Recommendation(s).

PROVIDE JUSTIFICATION FOR THE REQUESTED ANTICIPATED USAGE, REASON FOR NOT RENEWING, OR OTHER COMMENTS AS APPLICABLE:

USED TO REPAIR AND MAINTAIN AGING EQUIPMENT AT PBIA.


 Authorized Department Signature


 Date

PURCHASING USE ONLY:

CMA 680 20029A

<input type="checkbox"/> <input checked="" type="checkbox"/>	NO RENEWAL OPTIONS REMAIN. Attached is a copy of the current contract/solicitation. RENEWAL OPTIONS REMAINING <u>3</u> , PER TERM # _____
Special Notes or Instructions	

**ALL FORMS RECEIVED AFTER THE SPECIFIED DUE DATE SHALL BE REVIEWED
BY THE COUNTY ADMINISTRATOR**