



Form L

**Purchasing Department**  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415-3199  
(561) 616-6800  
FAX: (561) 242-6744  
www.pbcgov.com/purchasing

August 27, 2020

**Eola Power LLC**  
**Mateo Arias**  
**66 W. Flagler Street Suite 905**  
**Miami, FL 33130**

**TERM CONTRACT #450893A**

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for UPS PREVENTATIVE MAINTENANCE AND REPAIR, based on:

**RENEWAL OF CONTRACT** based on **SOLICITATION #450893/HS** in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 12/15/2020 through 12/14/2021, and has an estimated dollar value of \$80,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY03030500000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Carlos A. Ramos, Buyer at [caramos@pbcgov.org](mailto:caramos@pbcgov.org) or (561) 616-6814.

Sincerely,

**Kristen A. Monnett**  
**Purchasing Manager**

c: **Uriah McCalla/Airports**  
**File**

**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Mary Lou Berger

Melissa McKinlay

Mack Bernard

**County Administrator**

Verdenia C. Baker

"An Equal Opportunity  
Affirmative Action Employer"

**Board of County Commissioners**

Mack Bernard, Mayor  
Dave Kerner, Vice Mayor  
Hal R. Valeche  
Gregg K. Weiss  
Robert S. Weinroth  
Mary Lou Berger  
Melissa McKinlay



**County Administrator**

Verdenia C. Baker

**Purchasing Department**  
[www.pbcgov.org/purchasing](http://www.pbcgov.org/purchasing)

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
RFQ #450893/HS**

**UPS PREVENTATIVE MAINTENANCE AND REPAIR, TERM CONTRACT**

**RFQ SUBMISSION DATE: SEPTEMBER 4, 2019 AT 4:00 P.M.**

**\*\*\*\* FAXED OR E-MAILED RESPONSES ACCEPTABLE \*\*\*\***

It is the responsibility of the vendor to ensure that all pages are included. Therefore, all vendors are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to the Palm Beach County Purchasing Department.

Quotations are requested for furnishing the goods/services as described herein and in accordance with applicable terms, conditions and specifications as set forth herein without any modification, change or alterations to any terms, conditions or provisions of this solicitation, unless specifically approved in writing by the County.

By submitting an offer which is accepted by the County, a binding contract is formed in accordance with the terms, conditions and specifications as set forth in this Request for Quotation (RFQ)

**C A U T I O N**

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If vendor intends to use subcontractors, vendor must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until the County has verified that the 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 quotes.

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

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

50 S. MILITARY TRAIL, SUITE 110, WEST PALM BEACH, FL 33415-3199

**BOARD OF COUNTY COMMISSIONERS**  
Palm Beach County  
**REQUEST FOR QUOTATION**

<b>RFQ # 450893/HS</b>	<b>TITLE: UPS PREVENTATIVE MAINTENANCE AND REPAIR, TERM CONTRACT</b>	
<b>BUYER: HOLLY SKEEN</b>		<b>PHONE (561) 616-6828</b>
<b>FAX (561) 242-6728</b>	<b>E-MAIL: <a href="mailto:hskeen@pbcgov.org">hskeen@pbcgov.org</a></b>	

\*\*\*\* FAXED OR E-MAILED RESPONSES ACCEPTABLE \*\*\*\*

**To ensure that your offer is considered, it must be received in Palm Beach County Purchasing no later than 4:00 P.M., PALM BEACH COUNTY LOCAL TIME, by the submission date. Offers received after this time will not be considered.**

This Request for Quotation, General Conditions, Instructions to Vendors, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this RFQ 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.

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR VENDORS

### GENERAL CONDITIONS

The following Terms and Conditions are applicable to this purchase order/contract entered into by and between Palm Beach County (referred to as County) and Vendor.

#### 1. CONDITIONED OFFERS

Vendors are cautioned that any condition, qualification, provision, or comment in their quote, or in other correspondence transmitted with their quote, 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 quote and shall be considered as non-responsive.

#### 2. MODIFICATIONS

No modifications of this order/contract, including but not limited to these terms and conditions, shall be binding upon County unless approved by an authorized representative of County's Purchasing Department.

#### 3. ASSIGNMENTS

Assignments are prohibited unless prior written consent is given by the County and the Vendor.

#### 4. EXCUSABLE DELAYS

The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Vendor. Such grant must be in writing and made part of the order/contract.

#### 5. DEFAULT

The County may, by written notice of default to the successful vendor, terminate the order/contract in whole or in part if the successful vendor fails to satisfactorily perform any provisions of this solicitation or resultant order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant order/contract, or provides repeated non-performance, or does not remedy such failure within a period of ten (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 this order/contract in whole or in part because of default of the successful vendor, the County may procure goods and/or services similar to those terminated, and the successful vendor shall be liable for any excess costs incurred due to this action.

If it is determined that the successful vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of,

or without the fault or negligence of, the successful vendor), the rights and obligations of the parties shall be those provided in "Termination For Convenience".

#### 6. TERMINATION FOR CONVENIENCE

The County may, whenever the interests of the County so require, terminate the order/contract, in whole or in part, for the convenience of the County upon five (5) days written notice to Vendor. Unless directed otherwise in the notice of termination, the Vendor shall incur no further obligations in connection with the order/contract.

#### 7. 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.

#### 8. NO THIRD PARTY BENEFICIARY

No provision of this 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 this Contract, including but not limited to any citizen or employees of the County and/or successful vendor.

#### 9. FOB

The F.O.B. point shall be destination. If the County agrees, freight charges may be prepaid by the Vendor and listed on the invoice; however, Vendor retains title and assumes all responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages.

#### 10. PAYMENT TERMS

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 vendor's quote 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>.

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 purchase 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](mailto:pbcpaymentmgr@mypalmbeachclerk.com) or 561-355-3295.

#### 11. INVOICING

Successful vendors **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**

#### 12. TAXES

The County is exempt from Federal and State taxes.

#### 13. PURCHASE ORDER

The County will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

#### 14. ORDER/CONTRACT

Vendor agrees that by submitting an offer (i.e. Request for Quotation) which is accepted by the County (i.e. Purchase Order, Term Contract Notice) a binding contract is formed in accordance with the County's terms, conditions and specifications as set forth in the solicitation **and** this purchase order. Vendor certifies that the offer has been made by an officer or employee having the authority to bind the Vendor. Accordingly, payment will **only** be made to the company and the address as provided in the Vendor's offer unless prior written authorization is received from the County.

#### 15. PRICING

- Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
- The price offered must be in accordance with the unit of measure provided on the 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 response.
- Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
- Prices shall remain firm for the initial and any subsequent term.
- All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- In the event of mathematical error(s), the unit price shall prevail and the vendor's total offer shall be corrected accordingly. **QUOTES HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE VENDOR PRIOR TO SUBMISSION TIME. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE RFQ SHALL BE REJECTED.**

#### 16. DELIVERIES

Deliveries are to be made Monday through Friday, excluding holidays, unless otherwise stipulated.

#### 17. INSPECTION/ACCEPTANCE

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the County.

#### 18. QUANTITIES

Quantities specified in the order/contract cannot be changed without County approval. Goods shipped in excess of quantity designated may be returned at Vendor's expense.

#### 19. DISCRIMINATION PROHIBITED

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

#### 20. LEGAL REQUIREMENTS

The Vendor must strictly comply with all Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the goods and/or services provided herein. The UCC shall prevail as the basis for contractual obligations between the Vendor and the County for any terms and conditions not addressed. The County shall not be liable to the Vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this order/contract, or from any other matter generated by or relating to this order/contract.

#### 21. 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 shall 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 and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The vendor is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the vendor acknowledges that its pricing offered includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

#### 22. PUBLIC ENTITY CRIMES

In accordance with the Florida Public Entity Crime Statute 287.132.133, persons and affiliates who are entering into a contract or performing any work in furtherance with Palm Beach County certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a).

#### 23. LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) quoters having a permanent place of business in Palm Beach County or (2) quoters having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

- 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

quoter is a non-Glades business, all quotes received from responsive, responsible Glades businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining ranking and award.

- B. **Local Preference:** Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to quoters having a permanent place of business in Palm Beach County. If the lowest responsive, responsible quoter is a non-local business; all quotes received from responsive, responsible local businesses may be decreased by 5%. The original quote amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining ranking and award.
- C. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a quoter must have a permanent place of business in existence prior to the County's issuance of this Request for Quotation. A permanent place of business means that the quoter's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the quoter has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the quoter will produce a substantial portion of the goods or services to be purchased. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the quoter is exempt from the business tax receipt requirement by law, and will be used to verify that the quoter had a permanent place of business prior to the issuance of this Request for Quotation. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the quote at the time of quote 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 quoter to not receive a local preference.

#### **24. INDEMNIFICATION**

To the extent authorized by law, Vendor shall indemnify, save and hold harmless the County, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Vendor, or its employees, agents, subcontractors or assignees pursuant to the terms and conditions of this order/contract.

#### **25. SAFETY DATA SHEETS (SDS)**

Any toxic substance provided to the County as a result of this solicitation or resultant order/contract shall be accompanied by its SDS.

#### **26. ENDORSEMENTS**

No endorsements by the County of the goods and/or services will be used by the Vendor in any way, manner or form.

#### **27. VENUE AND GOVERNING LAW**

Any and all legal action necessary to enforce the award or the resultant order/contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all legal action necessary to enforce the award or the resultant order/contract shall be governed by the laws of the State of Florida.

#### **28. PUBLIC RECORDS, ACCESS, AND AUDITS**

The vendor agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the vendor's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the 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 vendor might consider to be

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

The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Order/Contract. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the Vendor's place of business.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Vendor : **(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Vendor shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The Vendor is specifically required to:

- (a) Keep and maintain public records required by the County to perform services as provided under this Order/Contract.
- (b) 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, F.S. or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (c) 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 Order/Contract term and following completion of the Order/Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- (d) Upon completion of the Order/Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor 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 Vendor transfers all public records to the County upon completion of the Order/Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Order/Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor 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.

Vendor acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Vendor to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Order/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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ORDER/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](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

**29. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER**

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the County. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract. The successful vendor warrants that the price(s) shall not exceed the successful vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful vendor offers more favorable pricing to one of its customer(s), the successful vendor shall extend to the County the same pricing or the then current market price, whichever is lower.

**30. PERFORMANCE DURING EMERGENCY**

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

**31. 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.

**32. BUSINESS INFORMATION**

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

**33. ANNUAL APPROPRIATIONS**

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

**34. CONFLICT OF INTEREST**

Vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required by this contract as provided for in Chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics. Vendor further represents that no person having any conflict of

interest shall be employed for said performance or services. Vendors shall disclose the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, vendor shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches.

**35. SCRUTINIZED COMPANIES**

As provided in F.S. 287.135, by entering into an Order/Contract or performing any work in furtherance hereof, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

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

**36. RFQ SUBMISSION**

**All responses must be submitted on the provided Request for Quotation "Response" Form.** Responses on vendor letterhead/quotation forms shall not be accepted. **Responses must be typewritten, or written in ink** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE RESPONSE FORM WHERE INDICATED SHALL BE CAUSE FOR REJECTION OF THE RFQ.** Responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble.

**37. CERTIFICATIONS, LICENSES AND PERMITS**

Unless otherwise directed by the Local Preference term stated above, or the Special Conditions of this RFQ, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the successful vendor 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 vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the successful vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

## SPECIAL CONDITIONS

### 38. GENERAL / SPECIAL CONDITION PRECEDENCE

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

### 39. QUALIFICATION OF QUOTERS

This bid shall be awarded only to a responsive and responsible quoter, qualified to provide the goods and/or service specified. The quoter 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 quoter should submit the following information with their bid response; however, if not included, it shall be the responsibility of the quoter to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a quoter 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 quoter'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.

### 40. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport)

All individuals working at the Palm Beach International Airport ("PBI") must pass a Criminal History Records Check ("CHRC"). Each individual requesting unescorted access authority onto the PBI 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 quoter 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.

### 41. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible quoter on an all-or-none, total offer basis. Therefore, it is necessary for a quoter to quote on every item in order to have a quote considered. It is also required that the quoter 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 the entire bid will be considered non-responsive. Additionally, if a quoter enters a No Quote, or N/A for any item, they will be considered non-responsive.

**42. 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 quoter's cost of the actual items plus shipping cost. With each invoice that includes materials not covered by the service as defined herein, the quoter 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 quoter'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 quoter 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 quoter.

**43. 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.

**44. TIME FOR COMPLETION (PREVENTATIVE MAINTENANCE)**

Quoter acknowledges and agrees that the time of completion is an essential condition of the contract. Successful quoter shall complete all annual preventative maintenance services within thirty (30) days after receipt of purchase order. In the event the successful quoter cannot complete the project within this time frame, it shall immediately make this fact known to the designated County representative. The successful quoter shall, within seven (7) calendar days from the beginning of such delay, provide written notification of the causes of the delay to the designated County representative and to the Purchasing Department. If the successful quoter shall be delayed in the completion of its work by reason of unforeseeable causes beyond its control and without fault or negligence, including, but not restricted to, acts of God, the period specified.

**45. TIME FOR COMPLETION (REPAIRS)**

Quoter acknowledges and agrees that the time of completion is an essential condition of the contract.

By submitting a bid response, quoter, if awarded contract, agrees to begin work not later than four (4) hours 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 two (2) days after starting work.

**46. QUANTITY**

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, quoters are cautioned to quote in accordance with the unit specified on the response page.

**47. ADDITION / DELETION OF UNITS / LOCATIONS**

Palm Beach County reserves the right to add or delete UPS units/locations during the term of the contract at its sole discretion. The price for additional units/locations will be based on the unit price provided on the quote response page.

**48. RENEWAL OPTION**

The successful quoter 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. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful quoter is suspended by the Purchasing Department prior to the commencement of the renewal period.

**49. WARRANTY**

The successful quoter shall fully warrant all labor and parts furnished hereunder against defect in materials and/or workmanship for a period of ninety (90) days from 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 quoter shall repair or replace same at no cost to Palm Beach County, immediately upon written notice from the Director of Purchasing.



## **50. WORK SITE SAFETY/SECURITY**

The successful quoter shall at all times guard against damage or loss to the property of Palm Beach County, the quoter'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 quoter shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful quoter 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 quoter or its agents.

## **51. INSURANCE REQUIRED**

It shall be the responsibility of the successful quoter 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: Holly Skeen, Buyer, unless otherwise directed by the County. Subsequently, the successful quoter shall, during the term of the Contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing Department, prior to the expiration date of each and every insurance required herein.

**Commercial General Liability Insurance.** Successful quoter shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$5,000,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

**Business Auto Liability Insurance.** Successful quoter shall maintain Business Auto Liability Insurance at a limit of liability not less than \$5,000,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful quoter neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful quoter to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the quoter indicating either the quoter does not own any vehicles, and if vehicles are acquired throughout the term of the contract, quoter agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

**Workers' Compensation and Employer's Liability Insurance.** Successful quoter shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful quoter 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 quoter 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.

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

**SPECIFICATIONS**  
**RFQ #450893/HS**

**UPS PREVENTATIVE MAINTENANCE AND REPAIR, TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Request for Quotation (RFQ) is to secure firm, fixed pricing and establish a term contract for annual Preventative Maintenance and Repair on the Uninterruptible Power Supply (UPS) systems for Palm Beach County.

**SCOPE OF WORK**

Services shall be completed in a professional manner, and in accordance with all industry standards and shall meet or exceed the requirements of all applicable laws, codes and standards.

The contract also includes repairs outside the scheduled maintenance. The purchase of stand-alone parts or equipment are not allowed unless the parts are necessary for a repair service.

Services shall be in accordance with all terms, conditions and specifications listed herein.

**COUNTY'S RESPONSIBILITIES**

The County shall:

Contact the successful quoter in advance to schedule the annual maintenance service.

Reserve the right to have full discretion when scheduling services.

Provide access to the work area and equipment.

Reserve the right to require the removal of any of the successful quoter's employees from performing the service, if in the County's judgment, such removal is necessary to protect the County's interest.

**SUCCESSFUL QUOTER'S RESPONSIBILITIES**

Successful quoter shall:

Provide scheduled preventative maintenance service, per manufacturer's recommendation, at a fixed cost for all UPS units listed on the contract.

Provide detailed report on the condition of all UPS units that preventative maintenance service was performed on.

Include with each invoice for repair services; original receipts and documentation for all parts used, and signed service tickets by Airport representative to reflect start and end time for repair. Quoter to send all documentation, to the Palm Beach County department requesting the service, as well as to the Palm Beach County Finance Department, Pre-Audit Division, P. O. Box 4036, West Palm Beach, FL 33402-4036.

**ANNUAL PREVENTATIVE MAINTENANCE**

**A. UPS Systems Preventative Maintenance includes, but shall not be limited to, the following:**

Check the overall condition of the UPS including the fan systems, filters, output sinewave and voltages (with and without load), modes of operation including transfer and run times. Check and tighten the DC power connections to the battery bank(s). Conduct inspection of any and all areas that affect the operating parameters of the unit, including line and load electric.

Computer download the UPS history report and provide said report to the County representative at the conclusion of the annual maintenance.

Check and adjust (if necessary) AC output frequency and AC and DC voltages per manufacturer recommendations.

Technician shall have proper tools, meters and instruments and shall have laptop computer with appropriate software for downloading and generating the aforementioned tests and reports.

Perform all other manufacturers required diagnostic testing or maintenance requirements.

**B. UPS Battery Preventative Maintenance includes, but shall not be limited to, the following:**

Visual inspections (correct batteries, terminals, connections), cleaning of corrosion, and tightening of battery cable connections between the UPS Systems and battery banks and between individual batteries.

Load test batteries for required manufacturers voltage and current capabilities as a single battery and as a complete bank. Successful quoter is to provide written evidence of the test results and include same with the history report.

Batteries shall be checked individually and as a total. Additionally, successful quoter shall drop utility power for battery run test time.

Perform all other manufacturers maintenance requirements.

**C. Repair Service Outside Annual PM**

Provide response 24/7/365 to the listed location(s) within **four (4)** hours and insure completion with two (2) days.

Maintain commonly used components, batteries and parts to provide for an expedient repair of the UPS systems.

Properly dispose of all replaced batteries and components, and ensure work area is clean of all replaced parts, tools, trash, etc.

**HOURLY RATES AND RESPONSE TIMES FOR REPAIR SERVICES ARE DEFINED AS FOLLOWS:****STANDARD**

**HOURLY RATE:** Compensation for work requested, and completed during the hours of 7:00 a.m. through 4:30 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 hourly rate for actual time worked between the hours of 4:30 p.m. and 7:00 a.m., Monday through Friday, and weekends. **MUST HAVE PRIOR COUNTY REPRESENTATIVES AUTHORIZATION.**

**HOLIDAY**

**RATE:** Compensation shall be paid at a rate of 2.0 times the awarded standard hourly rate for actual time worked during Palm Beach County legally recognized holidays. **MUST HAVE PRIOR COUNTY REPRESENTATIVES AUTHORIZATION.**

**RESPONSE**

**TIME:** Work completed at the standard, overtime and holiday rates shall commence within **(4)** hours from time work is requested.

All labor rates shall commence upon arrival at site and terminate upon departure (actual time worked). No additional compensation will be paid for travel and associated expenses to and from their facility nor for repairs covered under an existing warranty or as part of the preventative maintenance as stated herein. Any service that is accomplished within the first hour of a service call shall be considered as one hour and may be changed accordingly. All work accomplished after the first hour shall be pro-rated on a half hour basis.

**NOTE:** For work required at Palm Beach International Airport, when the technician arrives on site they must check in with County Representative, Charles Hysell, Electrical Supervisor at 561-687-5958 or [chysell@pbia.org](mailto:chysell@pbia.org). Technician(s) must document, on site, time work began and ended, and have a County representative sign off.

## **AVAILABILITY OF PARTS AND LUBRICANTS**

The successful quoter shall maintain a stock of standard repair parts, and routine maintenance items to keep the UPS in safe operating condition. It is the successful quoter's responsibility to ensure their technicians possess the technical knowledge in order to provide the correct part(s) for the unit being repaired. Standard repair parts shall be available within twenty-four (24) hours. All worn and affected parts that are replaced shall be shown or returned to the County representative.

## **UPS LOCATIONS**

The following UPS units are located at Palm Beach International Airport, 1000 Turnage Blvd., West Palm Beach, FL 33406

1. Main Electrical Room (Terminal Bld.)
  - Make: Eaton
  - Model: 9355-30
  - Power rating: 20KVA
  - Batteries: 108
  - Serial number: BH365KXX04
  
2. Main Electrical Room (Terminal Bld.)
  - Make: Eaton
  - Model: 9355-30
  - Power rating: 20KVA
  - Batteries: 108
  - Serial number: BH365KXX03
  
3. Sub Station B (Concourse B)
  - Make: Eaton
  - Model: 9155-8
  - Power rating: 8KVA
  - Batteries: 32
  - Serial number: BH371FBB07
  
4. Sub Station B (Concourse C)
  - Make: Eaton
  - Model: 9155-08
  - Power rating: 8KVA
  - Batteries: 32
  - Serial number: BH371FBB04
  
5. Concourse C (Electrical room at the Hammerhead)
  - Make: Eaton
  - Model: 9355-15
  - Power rating: 15KVA
  - Batteries: 64
  - Voltage: 208VAC/208VAC
  - Internal DC: 192VDC, 75.5A
  - Serial number: BF144JBA07
  
6. Sub Station D
  - Make: MGE UPS systems
  - Model: 72-170300-10
  - Power rating: 30KVA
  - Batteries: 20
  - Voltage: 208/208
  - Type: 4C
  - Serial number: A05-12789

7. Electrical Room (Terminal- 2<sup>nd</sup> level east end)
  - Make: Eaton
  - Model: 9355 – 15
  - Power rating: 15KVA
  - Voltage: 208/208
  - Batteries: 32
  - Serial number: BH251JBA02
  
8. Electrical Room (Terminal- 1<sup>st</sup> level west end)
  - Make: MGE UPS systems
  - Model: 72-170300-10
  - Power rating: 30KVA
  - Batteries: 20
  - Voltage: 208/208
  - Type: 4C
  - Serial number: A05-12792
  
9. Sound Room (Terminal- 2<sup>nd</sup> level east end)
  - Make: Chloride Power Protection
  - Type: EDP 70
  - Power rating: 30KVA
  - Batteries: 40
  - Serial Number: B210630
  
10. Administration Building (Bld. 846)
  - Make: MGE UPS systems
  - Model: 72-160402-42
  - Power rating: 125KVA
  - Batteries: 72
  - AC Input: 480VAC, 134A
  - AC output: 208VAC, 347A
  - Battery: 361-490VDC, 294ADC at 361VDC
  - Serial number: B07-10368

### **COUNTY ACCEPTANCE**

Payment shall be rendered ONLY upon County's acceptance of said services. Acceptance is defined as a receipt signed by the designated County Representative(s), as acknowledgement of services rendered.

### **PAYMENT**

Payment is based on the unit prices provided on the response page. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of services rendered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation, travel, manpower, fuel, mobilization, demobilization and other facilities and services necessary to fully and completely provide the services as specified herein. No additional compensation shall be offered or paid.

**RESPONSE PAGE  
RFQ #450893/HS**

**UPS PREVENTATIVE MAINTENANCE AND REPAIR, TERM CONTRACT**

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED QTY.	UNIT	UNIT PRICE	TOTAL OFFER
1.	ANNUAL MAINTENANCE ON UPS SYSTEMS, AS SPECIFIED HEREIN	10	EA	\$ _____	\$ _____
2.	STANDARD LABOR RATE FOR REPAIR SERVICES OUTSIDE ANNUAL PREVENTIVE MAINTENANCE	20	HR	\$ _____	\$ _____
<b>TOTAL OFFER :</b>					\$ _____

All unit prices bid should be within two (2) decimal points. If vendor's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Quoters information is included, per Term #39? YES/INITIAL \_\_\_\_\_  
 Acknowledge Criminal History Records Check requirement, per Term #40? YES/INITIAL \_\_\_\_\_  
 Acknowledge Materials/Parts are to be supplied at quoter's cost, per Term #44? YES/INITIAL \_\_\_\_\_  
 Acknowledge Insurance requirements, per Term #53? YES/INITIAL \_\_\_\_\_

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

By signature on this document, vendor acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's RFQ 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 the submission time.

Per General Term and Condition #33., if vendor is a Joint Venture for the goods/services described herein, vendor shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

**Commercial Non-Discrimination Certification:**

By signing below, vendor hereby certifies, per General Term and Condition #37B., that: (i) the information set forth therein is true and correct to the best of the vendor's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in vendor's response.

FIRM NAME: (Enter the entire legal name of the quoting entity)	DATE:
--	-------

<b>* SIGNATURE:</b> _____	PRINT NAME: PRINT TITLE:
---------------------------	-----------------------------

ADDRESS: \_\_\_\_\_

CITY / STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE # (     )	E-MAIL:
TOLL FREE # (     )	FAX #: (     )

APPLICABLE LICENSE(S) NUMBER # \_\_\_\_\_ TYPE: \_\_\_\_\_

FEDERAL ID # \_\_\_\_\_



**DRUG-FREE WORKPLACE CERTIFICATION  
RFQ #450893/HS**

**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

**CERTIFICATION OF BUSINESS LOCATION**  
**RFQ #450893/HS**

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

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

I. Quoter 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 quoter's County Business Tax Receipt verifies quoter's permanent place of business.

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

\_\_\_\_\_, of \_\_\_\_\_  
(Title/Position) (Firm Name of Quoter)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**QUALIFICATION OF QUOTERS  
REFERENCES FOR RFQ #450893/HS**

Quoter shall list references in accordance with the requirements set forth in the Qualification of Quoters.

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

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

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

**FIRM NAME:** \_\_\_\_\_

**OEBO SCHEDULE 1**

**LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION**

SOLICITATION/PROJECT/BID NAME: \_\_\_\_\_  
 NAME OF PRIME RESPONDENT/BIDDER: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 SOLICITATION OPENING/SUBMITTAL DATE: \_\_\_\_\_

SOLICITATION/PROJECT/BID No.: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 PHONE NO.: \_\_\_\_\_ E-MAIL: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_

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

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

(Please use additional sheets if necessary)

**Total** \_\_\_\_\_

Total Bid Price \$ \_\_\_\_\_

Total SBE - M/WBE Participation \_\_\_\_\_

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

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

**OEBO LETTER OF INTENT – SCHEDULE 2**

**A completed Schedule 2 is a binding document between the Prime Contractor/Consultant and a Subcontractor/Subconsultant (for any tier) and should be treated as such.** 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: \_\_\_\_\_

Name of Prime: \_\_\_\_\_

**(Check box(es) 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):

**Column 1**

**Column 2**

Male    Female    African-American/Black    Asian American    Caucasian American    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.**

\_\_\_\_\_ Price or Percentage: \_\_\_\_\_

**Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/Subconsultant**

\_\_\_\_\_  
Print Name of Prime

\_\_\_\_\_  
Print Name of Subcontractor/Subconsultant

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_