Board of County Commissioners

Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell, Jr.

County Administrator

Joseph Abruzzo

Procurement Department
www.pbcgov.org/Procurement

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #27-003/RR

LIQUID FERROUS AND FERRIC SULFATE BLEND, WITH DOSING EQUIPMENT AND SERVICE, TERM CONTRACT

IFB SUBMISSION DATE: DECEMBER 16, 2026 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 Procurement Department at purchase@pbc.gov.

BIDDERS SHALL PROVIDE (i) 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; (ii) CONCURRENTLY SUBMIT ONE (1) ELECTRONIC COPY IN .pdf (CD OR FLASH DRIVE) OF THE COMPLETE RESPONSE.

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 Procurement 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 BIDDER 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 Procurement Department.

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

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

INVITATION FOR BID

IFB #27-003/RR	**IFB TITLE: LIQUID FERROUS AND FERRIC SULFATE BLEND, WITH DOSING EQUIPMENT AND SERVICE, TERM CONTRACT**
PROCUREMENT DEPARTMENT CONTACT: REGENIA ROBINSON	**TELEPHONE NO.: (561) 233.2112**
E-MAIL ADDRESS: rrobinson2@pbc.gov AND PUR-PurchTeam1@pbc.gov	
DEADLINE FOR QUESTIONS: DECEMBER 9, 2026, no later than 4:00 p.m., Palm Beach County local time.	

All bid responses must be received on or before **DECEMBER 16, 2026**, **no later than 4:00 p.m.**, Palm Beach County local time. **SUBMIT BID TO**: Palm Beach County Procurement Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199. Bid Responses received after this time shall not be considered.

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 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 ("IFB") may be made only by written amendment issued by the County Procurement 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 Procurement 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 its bid is made without reliance on any oral representations made by the County.

For purposes of this IFB, the term "bidder" shall collectively mean vendor, bidder, or contractor.

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. Bidders are presumed to be and shall be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, including, but not limited to, Uniform Guidance (2 C.F.R. pt. 200). Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

The 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 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).

Unless otherwise provided by federal law, the Uniform Commercial Code (Chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the 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 R2025-0748, as may be 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, 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 R2025-0748, as may be amended, the 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, or genetic information. Failure to meet this requirement shall be considered a default of contract.

d. **INDEPENDENT BIDDER RELATIONSHIP**: The bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Bidder 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 bidder's sole direction, supervision, and control. The bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the bidder's relationship, and the relationship of its employees, to the County shall be that of an Independent Bidder and not as employees or agents of the County.

e. **CRIMINAL HISTORY RECORDS CHECK**: Pursuant to the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), sections 2-371–2-377 of the Palm Beach County Code, 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, bidders, and subcontractors of bidders, 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-2013-1470, R2015-0572, and R2024-0549, as may be amended. In October 2013, compliance requirements of the U.S. Federal Bureau of Investigations CJI Security Policy were 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. **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, 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/or debarment or suspension from doing business with Palm Beach County.

g. **LOBBYING**:

CONE OF SILENCE: 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 of County Commissioners or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action that 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.

h. **CONFLICT OF INTEREST**: The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance or services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, sections 2-441–2-448 of the Palm Beach County Code. 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 (10%) or more in the bidder's firm or any of its branches. The County's Code of Ethics, which applies to all County officials and employees, shall serve as the County's conflict of interest policy for federal awards.

i. **SUCCESSORS AND ASSIGNS**: The County and the 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 bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

j. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the 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 bidder, its subcontractors, agents, servants or employees during the course of performing services or providing goods pursuant to this solicitation and/or the resultant contract. Further, bidder shall hold County harmless and indemnify County for any funds that the County is obligated to refund the Federal Government arising out of the conduct, activities or administration of the contract by the bidder.

k. **PUBLIC RECORDS, ACCESS, AUDITS AND RETENTION**:

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, Florida Statutes, 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 sections 119.07 and 812.081, Florida Statutes) 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 Small Business Development ("SBD") 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 the contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the bidder: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) Florida Statutes, 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 as provided under the Contract.
2. Upon request from the County's Custodian of Public Records,

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.
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 of Public Records, 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 County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the bidder to comply with the requirements of this article shall be a material breach of the Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

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

l. **INCORPORATION, PRECEDENCE, JURISDICTION**: This Invitation for Bid, and any amendments thereto, shall be included and incorporated in the resulting contract. The resulting contract shall be comprised of the Invitation for Bid, the successful bidder's response, and the award letter. Any and all legal action necessary to enforce the award or resulting contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resulting contract shall be in a court of competent jurisdiction located in Palm Beach County.

The order of legal precedence is as follows: Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Invitation for Bid; Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R.) and applicable to the funding source for this Invitation for Bid; the federal award or funding document for this Invitation for Bid; 2 C.F.R. §§ 200.317–200.326, which comprise the "SuperCircular" or "Uniform Guidance"; Palm Beach County Code Sections 2-51–2-58; and, the Contract, inclusive of this Invitation for Bid (as defined above), the bidder's bid response, and the County's award letter.

m. **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.

n. **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 bidder.

o. **DISCRIMINATORY VENDOR LIST, PUBLIC ENTITY CRIMES, AND SCRUTINIZED COMPANIES**:

1) **DISCRIMINATORY VENDOR LIST**: An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a bid on a Contract to provide goods or services to a public entity; submit a bid on a contract with a public entity for the construction or repair of a public building or public work; submit bids on leases of Real Property to a public entity; award or perform work as a vendor, supplier, subcontractor, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

2) **PUBLIC ENTITY CRIMES**: Section 287.133, Florida Statutes 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 bidder, 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 section 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

3) **SCRUTINIZED COMPANIES**: As provided in section 287.135, Florida Statutes, 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 section 215.4725, Florida Statutes. Pursuant to section. 287.135(3)(b), if bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION): As provided in section 287.135, Florida Statutes, as may be amended, 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 Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Bidder is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal , if applicable.

p. DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into a Contract or performing any work in furtherance hereof, the bidder certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

3. BID SUBMISSION

a. SUBMISSION OF RESPONSES: **All bid responses must be submitted on the Bid Response Form** provided in this Invitation for Bid**.** Bid responses on bidder letterhead or bid 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 AS BEING NON-RESPONSIVE.** Bid responses are to be submitted to the designated Contact Person for the Invitation for Bid 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. Waiver of Minor Irregularity

An irregularity in a bidder's submitted bid documents is deemed minor for purposes of correction when: (1) its waiver would not deprive the County of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and (2) the irregularity is of such a nature that its waiver would not adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders or by otherwise undermining the necessary common standard of competition. Pricing errors are never considered a minor irregularity.

In situations where a bid or proposal has incomplete, missing or unsigned required documents, which are deemed a minor irregularity, the Director of Procurement may allow the Bidder/Proposer up to five business days to correct said minor irregularity, per Section 2-54 (C)(6)(a)(2), Palm Beach County Code. The decision whether to waive a minor irregularity is within the sole discretion of the Director of Procurement.

c. CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in the Special Conditions of this Invitation for Bid, bidder should include with its bid a copy of all applicable Certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder, as shown on the bid response page. If applicable, the bidder shall also 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. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained and are current throughout the term of the contract, inclusive of any renewals. Failure to meet this requirement shall be considered a default of the contract.

d. SMALL BUSINESS ENTERPRISE (SBE) - SBD REQUIREMENTS

NOTE: The following provisions apply to the sections of the non-federally funded portions of this solicitation. All Small Business Development (SBD) Program forms, including waiver and good faith effort forms and documentation are available on the Office of Small Business Development (OSBD) website: **https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx.**

Item 1 – Policy
The BCC adopted the Small Business Development Ordinance (SBD Ordinance), codified in Sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBD Program, and which is incorporated in this solicitation. The provisions of the SBD Ordinance are applicable to this solicitation and has precedence over the provisions of this solicitation in the event of a conflict.

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

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

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

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

When a minimum mandatory API goal is applied, an improperly executed Schedule 1 will not count toward the established goal and may result in a determination of non-responsiveness to the solicitation.

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

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

In the event of a conflict between Schedules 1 and 2 when calculating SBE participation, the information provided on Schedule 2 takes precedence.

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

e. LOCAL PREFERENCE ORDINANCE: NOTE: The following provisions apply to the sections of the non-federally funded portion of this solicitation. 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.

f. **DRUG FREE WORKPLACE CERTIFICATION (ATTACHMENT I)**: In compliance with Florida Statutes (Section 287.087), the attached form "Drug-Free Workplace Certification" should be fully executed and submitted with the bid response in order to be considered for a tie-breaker whenever two (2) or more bids that are equal with respect to price, quality, and service are received by Palm Beach County.

g. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in any 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.

h. **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, Procurement 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; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT 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.

i. **SUBMITTING NO BID OR NO CHARGE**: Bidders not wishing to bid on some items sought by this IFB should mark those items as "no bid". If some items are 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.

j. **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 Procurement Director, citing the basis for the determination.

k. **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.

l. **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 pursuant to the requirements of the federal awarding agency.

m. **PERFORMANCE DURING EMERGENCY**: The successful 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/or services under the contract. Bidder agrees to provide all goods and/or 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 and/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.

n. **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 bidder may extend to the County the lower price offered by the manufacturer on any such

promotional item. Additionally, any time after award, the bidder may offer a reduced price, which shall remain in effect for the duration of the contract. The bidder warrants that the price(s) shall not exceed the 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 bidder offers more favorable pricing to one of its customers, the bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

o. **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 R2025-0748 as may be amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject 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 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 Procurement Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered. 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 Procurement Department and on the Procurement Department website at www.pbcgov.org/Procurement prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Procurement Department website shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Procurement Code. Protests shall be submitted in writing, with the appropriate protest bond, addressed to the Director of Procurement, via hand delivery, or mail, to the Procurement Department, 50 S Military Trail, Suite 110, West Palm Beach, FL 33415. The protest must identify the solicitation, specify the basis for the protest, and be received by the Procurement 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 Procurement Department. Failure to file a protest as outlined in the Palm Beach County Procurement Code shall constitute a waiver of the protest 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 IFB 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 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 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 County may return, at the expense of the bidder and for full refund or credit at the discretion of the County, any item(s) received which fail to meet the County's specifications or performance standards.

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

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

Bidders **shall** send **ALL ORIGINAL** invoices to the following address and **shall** send copies of invoices, no later than the 15th of the following month, to the Palm Beach County Department requesting the goods/services**.** Invoices submitted on carbon paper shall not be accepted. Should this contract have approved subcontractor(s), the vendor shall reimburse the subcontractor(s) within ten (10) business days of receipt of payment from the County.

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

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

Note: Bidders can now be paid by Credit Card via the County's Voluntary Payment Manager Program. For bidders who do not have a merchant account, one is needed to utilize the Program. For bidders 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 Procurement, by written notification to the bidder, may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The bidder shall not amend any provision of the contract without written notification to the Director of Procurement, and written acceptance from the Director of Procurement or the Board of County Commissioners.

e. **DEFAULT AND TERMINATION FOR CAUSE**: The County may, by written notice of default to the bidder, terminate the contract in whole or in part if the 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 IFB 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 Procurement may authorize in writing) after receipt of notice from the Director of Procurement specifying such failure. In the event the County terminates the contract in whole or in part because of default of the bidder, the County may procure goods and / or services similar to those terminated, and the bidder shall be liable for any excess costs incurred due to this action.
If it is determined that the 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 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 Procurement 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 Procurement shall give five (5) days prior written notice of termination to the 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 bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the 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 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. ANNUAL APPROPRIATIONS

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

8. E-VERIFY – EMPLOYMENT ELIGIBILITY

Bidder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of bidder's subconsultants performing the duties and obligations of the contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

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

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

9. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701

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

10. HUMAN TRAFFICKING AFFIDAVIT

Bidder warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Bidder has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

11. PROHIBITION AGAINST USING DIVERSITY, EQUITY, AND INCLUSION MATERIAL - F.S. 287.139

Bidder hereby certifies to the County that bidder does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statute, as amended. Bidder has executed **Exhibit B**, Prohibition Against Using Diversity, Equity, and Inclusion Material - F.S. 287.139, which is attached hereto and incorporated herein by reference.

12. RELATED ENTITIES

Bidders responding to a solicitation shall disclose if a proposed subcontractor or supplier is associated with or related to the entity as part of the ownership group, board or management of the entity responding to the solicitation.

13. LITIGATION HISTORY

Bidder shall list and provide the following:

1. All pending litigation against Palm Beach County.
   a. Provide the case style and corresponding case number
2. All pending litigation where Bidder and Palm Beach County are parties.
   a. Provide the case style and corresponding case number
3. All past litigation against Palm Beach County or where Bidder and Palm Beach County were parties.
   a. Provide the case style and corresponding case number
4. All pending demands, protests, or requests for alternative dispute resolution pertaining to contracts and Projects with Palm Beach County.
   a. Provide the Contract date and number, as well as the Project name and number
5. All Contract numbers/Project names and numbers where Bidder is actively, or has in the past, participating in alternative dispute resolution pertaining to Contract and Projects with Palm Beach County.
6. All pending litigation against any governmental entity.
   a. Provide the full name of entity, case style, corresponding case number, and State and County.
7. All governmental entity names/agency names, Contract numbers, Project names and numbers, and corresponding dates where it has

been or is currently alleged Bidder is in default of contract.

8. All governmental entity names/agency names, Contract numbers, Project names and numbers, and corresponding dates where Bidder was suspended as it related to performance of a Contract.
9. All pending litigation against any non-governmental entity where Bidder alleges breach of contract against said entity:
   a. Provide the full name of entity, case style, corresponding case number, and State and County.
10. All past litigation against any non-governmental entity where Bidder alleged breach of contract against said entity:
    a. Provide the full name of entity, case style, corresponding case number, and State and County.

Failure to provide the above information with your response will deem the Bidder non responsive. Based on the information provided above, a Bidder may be deemed non responsible if in current litigation with Palm Beach County or any other governmental entity or has previously been in litigation with Palm Beach County or any other governmental entity within the past five (5) years.

14. DIGITAL ACCESSIBILITY COMPLIANCE

Bidder acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Bidder represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Bidder shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Bidder shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Bidder shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Bidder shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

15. FEDERAL TERMS AND CONDITIONS

a. EQUAL EMPLOYMENT OPPORTUNITY.

Only applicable to contracts for construction or repair.

"Federally Assisted Construction Contract"

The regulation at 41 C.F.R. § 60-1.3 defines a federally assisted construction contract as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

"Construction Work"

The regulation at 41 C.F.R. § 60-1.3 defines construction work as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

"Contract"

The regulation at 41 C.F.R. § 60-1.3 defines contract as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3

If the contract is for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. ch. 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, then during the performance of the contract, the bidder agrees as follows:

I. The bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

II. The bidder will, in all solicitations or advertisements for employees placed by or on behalf of the bidder, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

III. The bidder will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the bidder's legal duty to furnish information.

IV. The bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the bidder's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

V. The bidder will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

VI. The bidder will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

VII. In the event of the bidder's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the bidder may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

VIII. The bidder will include the portion of the sentence immediately preceding paragraph I. and the provisions of paragraphs I. through VIII. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The bidder will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a bidder becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the bidder may request the United States to enter into such litigation to protect the interests of the United States.

The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the County so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The County agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of bidder and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The County further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a bidder debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon bidders and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the County agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the County under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such County; and refer the case to the Department of Justice for appropriate legal proceedings.

b. <u>DAVIS-BACON ACT</u>.

Only applicable to contracts for construction or repair.

For contracts in excess of $2,000 entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 C.F.R. §5.1, the bidder shall adhere to following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided,* That such modifications are first approved by the Department of Labor):

I. Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, regardless of any contractual relationship which may be alleged to exist between the bidder and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph b.I.(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph b.I.(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the bidder and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The County shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The County shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(*1*) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(*2*) The classification is utilized in the area by the construction industry; and
(*3*) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the bidder and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the County agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the bidder, the laborers or mechanics to be employed in the classification or their representatives, and the County do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the County shall refer the questions, including the views of all interested parties and the recommendation of the

County, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the County or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs b.I.(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under the contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the bidder shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the bidder does not make payments to a trustee or other third person, the bidder may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the bidder, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the bidder to set aside in a separate account assets for the meeting of obligations under the plan or program.

II. Withholding.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the bidder under the contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the bidder or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the bidder, sponsor, County, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

III. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the bidder during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the bidder shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Bidders employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)
(A) The bidder shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the grantor County, sponsor, or owner, as the case may be, for transmission to the grantor. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Bidder and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the grantor if the agency is a party to the contract, but if the agency is not such a party, the bidder will submit them to the County, sponsor, or owner, as the case may be, for transmission to the grantor the bidder, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the bidder or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(*1*) That the payroll for the payroll period contains the information required to be provided under 29 C.F.R. § 5.5 (a)(3)(ii) of Regulations, 29 C.F.R. part 5, the appropriate information is being maintained under 29 C.F.R. § 5.5 (a)(3)(i) of Regulations, 29 C.F.R. part 5, and that such information is correct and complete;
(*2*) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;
(*3*) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph b.III.(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the bidder or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The bidder or subcontractor shall make the records required under paragraph b.III.(i) of this section available for inspection, copying, or transcription by authorized representatives of the grantor or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the bidder or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the bidder, sponsor, County, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

IV. Apprentices and trainees

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the bidder as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a bidder is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the bidder's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the bidder will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) ***Trainees.*** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the bidder will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 C.F.R. part 30.

V. ***Compliance with Copeland Act requirements.*** The bidder shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in the contract.

VI. ***Subcontracts.*** The bidder or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the grantor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

VII. ***Contract termination: debarment.*** A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a bidder and a subcontractor as provided in 29 C.F.R. § 5.12.

VIII. ***Compliance with Davis-Bacon and Related Act requirements.*** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in the contract.

IX. ***Disputes concerning labor standards.*** Disputes arising out of the labor standards provisions of the contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the bidder (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

X. ***Certification of eligibility.***

(i) By entering into the contract, the bidder certifies that neither it (nor he or she) nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
(ii) No part of the contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).
(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

c. <u>CONTRACT WORK HOURS AND SAFETY ACT</u>.

Only applicable to contracts for construction or repair.

Bidder shall comply with the Contract Work Hours and Safety Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers) in accordance with 40 U.S.C. § 3702, as supplemented by Department of Labor regulations (29 C.F.R. pt. 5) as follows:

1. **Overtime requirements.** No bidder or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph I. of this section the bidder and any subcontractor responsible therefor shall

be liable for the unpaid wages. In addition, such bidder and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph I. of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph I. of this section.

3. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the bidder or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same bidder, such sums as may be determined to be necessary to satisfy any liabilities of such bidder or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph II. of this section.
4. **Subcontracts.** The bidder or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs I. through VI. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The bidder shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs I. through VI. of this section.
5. The bidder or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
6. Records to be maintained under this provision shall be made available by the bidder or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the bidder or subcontractor will permit such representatives to interview employees during working hours on the job.

d. **SCIENTIFIC RESEARCH AND DEVELOPMENT and COPYRIGHT AND PATENT RIGHTS**. Those solicitations or contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. pt. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

County shall be the exclusive owner of any patent rights arising as a result of any discovery or invention which arises or is developed in the course of or under the contract. The County shall hold the copyright to works produced or purchased under the contract. The Federal Government holds a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a federal award or purchased under a federal award.

e. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT FOR PROCUREMENTS VALUED IN EXCESS OF $150,000**. If the contract is in excess of $150,000, the bidder agrees as follows:

"Clean Air Act"

Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.

The bidder agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance money.

"Federal Water Pollution Control Act"

Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended 33 U.S.C. §1251 et seq.

The bidder agrees to report each violation to the COUNTY, and understands and agrees that the COUNTY will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.

The bidder agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance money.

f. **BYRD ANTI-LOBBYING AMENDMENT FOR PROCUREMENTS VALUED AT OR IN EXCESS OF $100,000 (ATTACHMENT II)**. Bidders who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the bidder who in turn will forward the certification(s) to the awarding agency.

A completed certificate attached hereto-titled Byrd Anti-Lobbying **(ATTACHMENT II**) is required to be submitted in bidder's sealed Bid. Upon request, the successful bidder agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and sub-consultants after Contract award.

g. **DEBARMENT AND SUSPENSION (ATTACHMENT III)**. A completed "Certification Regarding Debarment and Suspension" is required at time of Bid submission. Upon request, the successful bidder agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

1. The contract is a covered transaction for purposes of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C. As such the bidder is required to verify that the bidder, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The bidder must comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by County. If it is later determined that the bidder did not comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder must comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to bidder of this Certification completed by its suppliers, subcontractors and subconsultants.

h. **PROCUREMENT OF RECOVERED MATERIALS FOR GOODS VALUED ABOVE $10,000.** In the performance of the contract, the bidder shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

I. Competitively within a timeframe providing for compliance with the contract performance schedule;
II. Meeting contract performance requirements; or
III. At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive

Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The bidder also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

i. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (48 C.F.R. § 52.204-25).

I. **Definitions.**

As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or
part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means– arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means– an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third party audit.

Roaming means– cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means– any component necessary for the proper function or performance of a piece of equipment, system, or service.

II. Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The bidder is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph III. of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph III. of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

III. Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

IV. Reporting requirement

(1) In the event the bidder identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the bidder is notified of such by a subcontractor at any tier or by any other source, the bidder shall report the information in paragraph IV.(2) of this clause to the Contracting Officer, unless elsewhere in the contract are established procedures for reporting the information; in the case of the Department of Defense, the bidder shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the bidder shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The bidder shall report the following information pursuant to paragraph IV.(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph IV.(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the bidder shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The bidder shall insert the substance of this clause, including this paragraph (e) and excluding paragraph II.(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

j. **DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. 200.322).** As appropriate, and to the extent consistent with law, the bidder should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

k. **CONTRACTING WITH SMALL BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The County has made all necessary affirmative steps to assure that small business enterprises, and labor surplus area firms are used when possible pursuant 2 C.F.R. § 200.321(b)(1)-(5). The successful bidder, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs I. through V. of this Section.
AFFIRMATIVE STEPS must include:

1. Placing qualified small business enterprises on solicitation lists;
2. Assuring that small business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration.

l. **PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS.** (31 U.S.C. ch. 38). The bidder acknowledges that 31 U.S.C. ch. 38 (Administrative Remedies for False Claims and Statements) applies to the bidder's actions pertaining to the contract.

m. **CRIMINAL LAW / FALSE CLAIMS ACT.** The False Claims Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733. For example, a false claim could include false billing documentation submitted by the County received from a bidder or subcontractor under the contract.

The bidder understands that making false statements or claims in connection with the contract is a violation of federal law, which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

n. **COMPLIANCE WITH FEDERAL LAWS.** The contract is being funded in whole or in part with federal funds awarded to the County by the U.S. Department of the Treasury. The bidder shall comply with all applicable federal statutes, regulations, and executive orders. Bidder shall insert the substance of this clause in all subcontracts and other contractual instruments.

o. **FEDERAL SYSTEM FOR AWARD MANAGEMENT.** A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

p. **MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY.** Bidder is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) (42 U.S.C. § 6201).

q. **FEDERAL RECORDS REQUIREMENTS.**

1. The bidder shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the bidder's place of business. Exceptions include:
   i. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
   ii. When the County has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
   iii. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
   iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the County.

2. The following access to records requirements apply to the Contract:
   1. The Bidder agrees to provide the County, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Bidder which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
   2. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
   3. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. Department of the Treasury guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators.
   4. The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs,

files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract/order with the County or the bidder, and wherever located shall be the property of the County.

5. Bidder must comply with all of the provisions of 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles an Audit Requirements for Federal Rewards.
6. Bidder shall provide the County with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

r. FEDERAL CONFLICT OF INTEREST/GIFT POLICY:

1. **Conflict of interest**. Notwithstanding any provision of section 2-443 of the Palm Beach County Code of Ethics, no employee, officer or agent of the County may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a *real or apparent* conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a County contract.

   In addition, bidder shall disclose to County in writing all federal criminal law violations involving fraud, bribery or gratuity that potentially affect the award of this solicitation Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the bidder.

2. **Organizational conflict of interest**. The bidder or bidder shall not have activities or relationships (a) causing the bidder or bidder to be unable, or potentially unable, to render impartial assistance or advice to the County; (b) impairing the bidder's or bidder's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.
3. **Gift policy.** Notwithstanding any provision of the Palm Beach County Code of Ethics, no bidder, contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from; this solicitation or the resulting contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the County. Further, no officer, employee, or agent of the County shall solicit or accept, a gratuity, favor, or anything of monetary value from a bidder, contractor or subcontractor who submits a bid response, is a party to, or receives a benefit from, this solicitation or the resulting contract.

s. AMERICANS WITH DISABILITIES ACT (ADA): The bidder shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

16. FEMA REQUIRED TERMS AND CONDITIONS

In the event the Contract is funded in whole or part by the Federal Emergency Management Agency ("FEMA"), the following terms and conditions apply. Furthermore, in the event there is a conflict between the terms and conditions set forth in the General Conditions and the terms and conditions set forth in this Section, the terms and conditions set forth herein shall take precedence.

a. DISASTER RECOVERY REFORM ACT.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the bidder acknowledge and agree that no language in the Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

b. CHANGES.

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

c. DHS SEAL, LOGO AND FLAGS.

The bidder shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The bidder shall include this provision in any subcontract.

d. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to the County, bidder, or any other party pertaining to any matter resulting from the Contract.

e. FEMA'S ASSISTANCE TO FIREFIGHTERS GRANT.

To the extent the Contract is funded pursuant to FEMA's Assistance to Firefighters Grant (AFG) Program, non-delivery of any AFG-funded vehicle by the contract's specified date, or other non-performance by the bidder, will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the Contract, has been accepted by the County.

f. COMPLIANCE WITH FEDERAL LAW.

Notwithstanding anything to the contrary set forth in Section 9n. **Compliance With Federal Laws**, this is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The bidder will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

g. FEDERAL RECORDS REQUIREMENTS.

In addition to the terms and conditions set forth in Section 9.q. **FEDERAL RECORDS REQUIREMENTS**, the bidder agrees as follows:

I. To provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the bidder which are directly pertinent to the Contract for purposes of making audits, examinations, excerpts, and transcriptions.

II. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

III. The bidder agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to work being completed under the Contract.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS
IFB #27-003/RR

LIQUID FERROUS AND FERRIC SULFATE BLEND, WITH DOSING EQUIPMENT AND SERVICE, TERM CONTRACT

17. GENERAL/SPECIAL CONDITION PRECEDENCE

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

18. POST AWARD MEETING

Within five (5) days after receipt of notification of award, successful bidder shall meet with Water Utilities representative(s) to discuss job procedures and scheduling. The successful bidder shall contact Anthony (Beau) Deutsch at (561) 307-6718 to arrange meeting.

19. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder(s), 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 (2) 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. Bidder shall submit an affidavit of compliance acknowledging that the product furnished shall comply with American Water Works Association (AWWA) Standard for Liquid Ferrous and Ferric Sulfate. https://www.awwa.org/bookstore. The chemicals and delivery pursuant to these specifications shall comply with this ANSI/AWWA standard, except as specifically varied in these specifications.

20. CRIMINAL HISTORY RECORDS CHECK

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 R2013-1470, R2015-0572 and R2024-0549, as may be amended. County staff representing the User County Department will contact the successful bidder 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. Successful bidder 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 successful bidder or its subcontractor terminates an employee who has been issued a badge, the successful bidder must notify the County within two (2) hours. At the time of termination, the successful bidder shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Vendor 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 successful bidder 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.

21. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis, subject to the SBE provisions and Local Preference provisions specified herein, as applicable.

22. 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.

23. 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 Procurement Department prior to the commencement of the renewal period.

24. RENEWAL PRICING

As noted within term #24 of this solicitation, the initial term of the awarded contract is 12 months, with four subsequent 12-month terms. Palm Beach County acknowledges the fluctuating nature of prices for items and services specified in this solicitation, for the renewal period(s). All requests for price adjustments must be submitted in writing to the Director of Procurement or designee, with substantial documentation, including but not limited to, applicable market indexes for product/service affected, Consumer Price Index (CPI) published by the US department of Labor, and any other documentation supporting the request for price adjustment. The requested price adjustment shall not exceed the published CPI rate or 3%, whichever is less. All price increase(s) and decrease(s) shall become effective only upon approval, in writing, by the Director of Procurement. Price increases shall not be retroactive. Moreover, if mutually agreed upon, the price adjustment(s) shall be valid for the next contract/renewal term period and are subject to audit as to the validity/accuracy at any time by County personnel.

25. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing anything other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, freight, shipping, surcharges, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages. Unless specified otherwise in this solicitation, delivery may be to any location within Palm Beach County, including locations within the Glades Area.

26. ADDITION / DELETION OF LOCATIONS / EQUIPMENT

Palm Beach County reserves the right to add and/or delete locations and/or equipment, including locations within the Glades Area, during the term of the contract at no additional cost to the County. Additional locations shall be at the pricing offered on the response page. Deletion of locations shall be at no additional cost or penalty to the County.

27. 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 twenty-four (24) 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 sixty (60) calendar days after starting work.

28. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered and/or services rendered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Successful bidder shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

29. 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 $1,950,000. 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.

30. 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, bidders are cautioned to bid in accordance with the unit specified on the response page.

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

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

When offering the **exact** manufacturer/brand and manufacturer/brand part/model number specified, bidder shall **check the applicable box** on the bid response page.

When offering an **or equal** manufacturer/brand and manufacturer/brand part/model number**,** bidder shall **check the applicable box** on the bid response page, specifically, **OFFERING EQUAL PRODUCT** and enter the manufacturer/brand and manufacturer/brand part/model number in the spaces provided on the bid response page.

If bidder fails to: (i) check the applicable box and (ii) if applicable, complete the manufacturer/brand offered and manufacturer/brand part/model number offered for an "or equal", the bid shall be rejected**.**

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

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

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

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

32. DELIVERY AND ACCEPTANCE

Dosing equipment must be delivered, installed, complete and ready for use and, when requested, demonstrated to Palm Beach County at no additional charge.

33. WORK SITE 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 work site(s) and ensure 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.

34. INSURANCE REQUIRED

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 Procurement Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, 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 Procurement department, prior to the expiration date of each and every insurance required herein.

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

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi-trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases 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 bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, 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.

Workers' Compensation and Employer's Liability Insurance. Successful bidders 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 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 Procurement 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.

"THIS IS THE END OF "SPECIAL CONDITIONS"

SPECIFICATIONS
IFB #27-003/RR

LIQUID FERROUS AND FERRIC SULFATE BLEND, WITH DOSING EQUIPMENT AND SERVICE, TERM CONTRACT

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Liquid Ferrous and Ferric Sulfate blend including dosing equipment and monitoring service for the purpose of controlling hydrogen sulfide odors within the wastewater collection system for Palm Beach County.

SCOPE OF WORK

Liquid Ferrous and Ferric Sulfate blend for odor control and corrosion control is necessary in the County's wastewater collection system along with equipment required for dosing the product, preventative maintenance, and monitoring services of the successful bidder's equipment.

PRODUCT

Liquid Ferrous and Ferric Sulfate blend offered shall be in accordance with American Water Works Association (AWWA) Standard ANSI/AWWA B402-06. Liquid Ferrous and Ferric Sulfate blend shall be delivered in bulk truckload quantities of approximately 4,500 gallons each load.

Total Iron Concentration: 10 to 10.5 %, 1.1 to 1.3 pounds of soluble iron (Fe2+ plus Fe3+) per gallon
Ferric Iron Concentration: 6.2 to 7.5 %, 0.7 to 0.90 pounds of soluble ferric iron (Fe3+) per gallon Ferrous Iron Concentration: 3.0 to 3.8 %, 0.33 to 0.46 pounds of soluble ferrous iron (fe2+) per gallon
Free acidity: <0.25 % as H2SO4
Density/Specific Gravity: 11.3 to 12.0 pounds per gallon @ 68F 1.37 to 1.44 g/mL @ 20C
pH: <1.4
Insoluble:<0.1%
Freezing/Crystallization Point: 25 to 35 F

Product shall contain no impurities in quantities capable of producing deleterious or injurious effects upon the County's sewer treatment facilities and treatment process. In addition, the product supplied shall not contain any substance in quantities that will result in treated sludge that will be designated as hazardous waste by local, state, or federal authorities.

COUNTY'S RESPONSIBILITIES

The County shall:

1. Shall supply a level surface to accommodate the chemical storage tank.
2. Shall supply a 120 volt, 15 amp electrical service.
3. Shall supply a potable water source within fifty feet (50') of equipment.
4. Shall supply a fenced secured area for equipment.
5. Shall supply a 1"or 2" tap on the wastewater force main depending on site.
6. Order liquid ferrous and ferric sulfate on an as needed basis.
7. Not accept any minimum order requirements.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall:

1. Shall adhere to all terms, conditions, requirements and specifications of this solicitation.
2. Shall be responsible for all dosing equipment, equipment maintenance, monitoring, travel, fuel, mileage, mobilization, demobilization, safety equipment, parts, hardware, software, materials, fluids, greases, tools, labor, installation, on-site training, support, hurricane tie-downs and any/all other expenses associated with the contract.
3. Shall be responsible for removal of all equipment within five (5) days, upon expiration of the contract. If equipment is not removed the County shall take ownership.

DOSING EQUIPMENT

Successful bidder shall provide, at a minimum, the following equipment for each feed station at no additional cost to the County. In addition, successful bidder is responsible for installing all piping and wiring equipment to PBCWUD control panels. Palm Beach County Water Utilities (PBCWUD) requires hurricane rated Miami-Dade Standard feed equipment, currently at the following locations.

a. Lift Station 236, located on Gun Club Road in West Palm Beach. Two (2) pumps rated at 71 GPH
b. South Bay, 1451 NW 1st Ave., South Bay, FL 33493. Two (2) pumps rated at 16.6 GPH
c. Belle Glade, 2300-2499 Belle Glade Gardens, Belle Glade, FL 33430. Two (2) pumps rated at 177 GPH
d. Pahokee, 601-651 McClure Rd., Pahokee, FL 33476. Two (2) pumps rated at 60 GPH
e. 9 North Wastewater Repump Station, 19110 South State Road 7, Boca Raton, FL 33498. Two (2) pumps rated at 71 GPH
f. Southern Region Operations Center (SROC), 13026 Jog Road, Delray Beach, FL 33436. Two (2) pumps rated at 16 GPH
g. Customer Svc/Site 5 Wastewater Repump Station, Jog Road, Boynton Beach, FL 33438. Two (2) pumps rated at 16 GPH
h. Water Treatment Plant 9, 22438 SW 65th Ave., Boca Raton, FL 33428. Two (2) pumps rated at 71 GPH
i. Southern Region Water Reclamation Facility, 12751 Hagen Ranch Rd., Boynton Beach, FL 33437. Two (2) pumps rated at 71 GPH

PBCWUD requires successful bidder to add sites as necessary to meet the PBCWUD goals to control hydrogen sulfide. All equipment and feed lines shall have secondary containment for all tanks, feed lines and pump equipment. Equipment shall be equipped with automatic leak detection shut off. In addition, loss of discharge pressure shutdown in the event the discharge line breaks.

Equipment shall, at all times, remain the property of the successful bidder. The successful bidder shall be responsible for all services, which includes maintenance, repairs and regulatory requirements including tank registration and spills at no additional cost to the County. Each site shall have the following equipment:

QUANTITY		UNIT	ITEM DESCRIPTION
1		Each	5,000 Nominal Gallon Chemical Storage Tank and/or Secondary Containment, per site
1		Each	Complete UL Approved Stainless Steel or PVC Control and Calibration Unit to Independently Control. Two Feed Pumps. All piping and fittings for feed equipment (acid resistant) including an injection quill. This includes all secondary containment. The equipment is included for each site. Control Unit shall consist of: Qty Item 2 24-Hour Time Clocks 1 316 Stainless Steel or PVC Control Enclosure 1 15 Amp Circuit Breaker, 115 volt 1 Ground Fault Convenience Receptacle 1 Calibration Cylinder with Flow Control Valves 1 Automatic shutoff valve with leak detector 1 Dry Contact to Receive Signal from Remote Source 1 Programmable Logic Controller (PLC) to control pumps and accept inputs (4/20 mA flow and from digital controls) from wastewater pump station 1 Electronic Level Indicator with 4/20mA output to PBCWUD control cabinet 1 Sulfide Logger to measure dissolved sulfides
2		Each	Acid Resistant Positive Displacement Pumps with adjustable feed rates at each site
4		Each	Install and maintain a continuous Sulfide Logger (or approved by the County) online Dissolved Sulfide meters at each wastewater treatment facility. Two at SRWRF, one at WRNWWTF and one at WRWWTF.

PREVENTATIVE MAINTENANCE AND MONITORING SERVICES

SCHEDULED SERVICES AND SITE VISITS

Visit each odor control system as often as necessary to maintain acceptable operation and to meet the odor control goals established by the County. This frequency shall be no less than once per week.

At each visit, the successful bidder shall perform the following task(s) at a minimum:

Measure and record dissolved sulfides, pH, and temperature as appropriate at each control point for liquid phase odor control systems. As directed by the County, adjust dosing profile as necessary to meet performance objectives of maintaining dissolved sulfide levels defined by PBCWUD. Provide a report of weekly dosage rates for each site.

Calibrate/troubleshoot/repair chemical feed systems and equipment as necessary.

Bidder shall install and maintain a continuous Sulfide online meter that measures dissolved Sulfides at each of the three (3) PBCWUD operated wastewater facilities. This meter shall be capable of network and/or 4-20 mA data connections and provide daily reports from Bidder. Successful bidder shall maintain the equipment and material to carry out these surveys including all gas and wet phase sampling devices.

Successful bidder shall remotely monitor the chemical tank levels via successful bidder's communication system to ensure uninterrupted services on liquid phase odor control systems with set alarms for low tank level and dose alarms. Successful bidders shall also provide a 4 to 20 mA output for PBCWUD to use at each chemical dosage site. Bidder to provide access to a Web Based monitoring system for all sites for level, flow rates and calculated daily usage.

In addition to the tasks specified herein, any and all calibration, lubrications, or other maintenance shall be performed in accordance with the methods and frequency specified by the equipment manufacturer by the successful bidder.

Successful bidder shall remove and inspect all injection quills at each site every six (6) months and provide an inspection reports that includes pictures, description of inspections and certification that the work was performed. Some of the injection sites are in vaults and manholes that are permitted confined space The successful bidder will be responsible for complying with all safety regulations for the confined spaces.

HURRICANE READINESS

Successful Bidder shall be responsible for securing equipment to withstand category 5 hurricane standard winds, inspect site before and after storms to ensure equipment and stable and secure.

In the month of May, successful bidder will perform site inspections of all sites to ensure that all tie-downs are in good condition. Any corrections shall be completed and a report including description of the inspection along with pictures shall be submitted to Palm Beach County Water Utilities before June 1st.

REPORTING/DOCUMENTATION

Successful bidder shall submit a monthly report to track tank levels, feed rates and hydrogen sulfide level in the system along with a monthly delivery summary.

EMERGENCY / ODOR COMPLAINT RESPONSE

Successful bidder shall be onsite within six (6) hours for any necessary emergency repair or odor complaint.

SAMPLING, PACKING, SHIPPING AND MARKING

Every delivery of Liquid Ferrous and Ferric Sulfate blend shall have a Certificate of Analysis (COA) of the product quality. Quality control test method shall be ANSI/AWWA D406-97 standard method for ferrous sulfate, which includes titration with standard ferric sulfate and/or standard potassium dichromate and standard method for ferric sulfate, iodine titration with standard thiosulfate or test procedures approved by PBCWUD.

Product shall be shipped by tank truck equipped with its own self unloading equipment. The tank truck shall comply with US Department of Transportation regulations. A statement showing the net weight of the contents, name of manufacturer and brand name shall accompany each shipment. Additionally, each shipment shall be accompanied by an analysis as proof that the shipment meets the AWWA Standards. All trailers containing shipments shall be properly marked with placards according to DOT regulations.

County Sampling – The County reserves the right to sample and test each truckload of product prior to offloading of the shipment to ensure compliance with these specifications. PBCWUD may reject any deliveries not meeting these specifications. Failure to reject a delivery shall not constitute a waiver of any of the requirements of the specifications.

Successful bidder shall be responsible for required tank registrations for all chemical tanks and responsible for any chemical spills from trucks, hoses, tanks, pumps, and chemical feed lines to the injection point as per regulatory requirements for cleanup and reporting. Vendor is responsible for proper reporting to State and Federal agencies. Bidder shall report any spill to Palm Beach County immediately and provide daily updates via email on clean-up activities.

CONTRACT CLOSEOUT PERIOD

Successful bidder shall submit any pending invoice(s) and/or report(s), along with any required documents, to the County within

forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract ("Closeout Period"). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The County shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. Contractor's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the County's discretion to make the final determination whether payment may be made to successful bidder after the expiration or termination of the contract.

COUNTY ACCEPTANCE

Acceptance is defined as the work completed and a service ticket signed by the County representative. Invoices shall be submitted only when the service has been rendered. Invoices shall not be accepted for services that have not yet been rendered.

PAYMENT

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

"THIS IS THE END OF "SPECIFICATIONS"

BID RESPONSE
IFB #27-003/RR

LIQUID FERROUS AND FERRIC SULFATE BLEND, WITH DOSING EQUIPMENT AND SERVICE, TERM CONTRACT

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	LIQUID FERROUS AND FERRIC SULFATE BLEND, AS SPECIFIED HEREIN MFR/BRAND OFFERED:_____ (MUST BE FILLED IN) MFR/BRAND PART/MODEL # OFFERED:_____ (MUST BE FILLED IN) **(MFR/BRAND NAME AND MFR/BRAND PART/MODEL NUMBER OFFERED MUST MATCH THE DESCRIPTIVE LITERATURE PROVIDED BY VENDOR)**	**1,200,000**	**GAL**	$_____	$_____
				TOTAL OFFER:	**$_____**

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

Acknowledge Qualification of Bidders information is included, per Term #19? YES/INITIAL _____
Acknowledge Criminal History Records Check requirement, per Term #20? YES/INITIAL _____
Acknowledge Information and Descriptive Literature is attached and that the manufacturer/brand and part/model number offered matches the descriptive literature provided by vendor, per Term #31? YES/INITIAL _____
Acknowledge Insurance requirements, per Term #34? 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.

Commercial Non-Discrimination Certification:
By signing below, bidder hereby certifies, per General Term and Condition #3.o. 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.

COMPANY NAME: **(Enter the entire legal company name of the bidding entity)** **(Must be completed)**	DATE:
*** SIGNATURE**:_____	PRINT NAME: PRINT TITLE:
ADDRESS: _____	
CITY / STATE: _____	ZIP CODE: _____

TELEPHONE #	EMERGENCY #	TOLL FREE #
FAX #	E-MAIL:	
APPLICABLE LICENSE(S) NUMBER #	TYPE:	
FEDERAL ID #		

QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #27-003/RR

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:**	**Cell:**
	Fax:	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

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

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

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION

IFB #27-003/RR

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 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)

OSBD SCHEDULE 1*

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

SOLICITATION OPENING/SUBMITTAL DATE: _____ COUNTY DEPARTMENT: _____

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

NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____

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

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

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

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

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

(Please use additional sheets if necessary)

Total _____

Total Bid/Offer Price $_____

Total Certified SBE Participation $ _____

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

Name & Authorized Signature Title

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

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

OSBD LETTER OF INTENT – SCHEDULE 2*

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

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

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

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

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

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

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

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

_____ _____

Print Name of Prime Print Name of Subcontractor/subconsultant

By: _____ By: _____

Authorized Signature Authorized Signature

_____ _____

Print Name Print Name

_____ _____

Title Title

Date: _____ Date: _____

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

OSBD SCHEDULE 3*
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

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

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

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

Additional Sheets May Be Used As Necessary.

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

OSBD SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION*

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

Project Name _____ Project No. _____

Dept. _____ Task/Work/Delivery/Purchase Order No. _____

Prime Contractor _____ Vendor Code _____

Invoice No. (Paid by County) _____ Date Paid _____/____/_____

Subcontractor _____ Vendor Code _____

Payment $_____ Subcontractor Invoice No. _____ Date Paid ____/____/_____ (Final ☐)

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

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

By:_____ _____

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

STATE OF FLORIDA
COUNTY OF _____

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

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

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

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

ATTACHMENT I

DRUG-FREE WORKPLACE CERTIFICATION

IFB #27-003/RR

IDENTICAL TIE BIDS/QUOTES - In accordance with section 287.087, Florida Statutes, a preference shall be given to bidders submitting with their bids/quotes the following certification that they have implemented a drug-free workplace program which meets the requirements of section 287.087; provided, however, that any preference given pursuant to section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21–2-80.34. In the event tie bids/quotes are received from bidders who have not submitted with their bids/quotes a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's Procurement procedures pertaining to tie bids/quotes.

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

Whenever two (2) or more bids/quotes which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/quote received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Print Individual's Name)

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

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

_____ _____
Signature Date

ATTACHMENT II

CERTIFICATION REGARDING LOBBYING
BYRD ANTI-LOBBYING AMENDMENT

IFB #27-003/RR

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

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

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

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

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

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

_____
Signature of Bidder's Authorized Official

_____
Name and Title of Bidder's Authorized Official

_____
Date

ATTACHMENT III

CERTIFICATION
DEBARMENT AND SUSPENSION

IFB #27-003/RR

THE BIDDER HEREBY CERTIFIES THAT:

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C. As such the bidder is required to verify that none of the bidder, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).

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

c. This certification is a material representation of fact relied upon by County. If it is later determined that the bidder did not comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to bidder of this Certification completed by its suppliers, subcontractors and subconsultants.

COMPANY NAME:_____

ADDRESS:_____

COMPANY'S AUTHORIZED OFFICIAL:

_____
Print Name and Title

_____
Signature

_____
Date

ATTACHMENT #A

IFB #27-003/RR

LIQUID FERROUS AND FERRIC SULFATE BLEND, WITH DOSING EQUIPMENT AND SERVICE, TERM CONTRACT

AFFIRMATIVE PROCUREMENT INITIATIVES (API) FOR GOODS AND OTHER SERVICES

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

Please note that all forms related to the SBD Program, including waiver forms and good faith effort documentation can be found at: https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx.

Waiver of Affirmative Procurement Initiatives (APIs) Requirements

The Affirmative Procurement Initiatives (APIs) have been waived for this solicitation. However, if any Bidder intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OSBD Schedules must be submitted with their response for compliance tracking purposes.

EXHIBIT A

IFB #27-003/RR

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____ (Bidder) and attest that Bidder does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

_____ _____
(Signature of officer or representative) (Printed name and title of officer or representative)

State of _____, County of _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, _____day of _____, by _____.

Personally known ☐ OR produced identification ☐.

Type of identification produced _____.

_____
NOTARY PUBLIC
My Commission Expires:
State of _____ at large

(Notary Seal)

EXHIBIT B

IFB #27-003/RR

CERTIFICATION FOR THE PROHIBITION AGAINST DIVERSITY, EQUITY AND INCLUSION MATERIAL

The Bidder certifies that:

Bidder does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion, as defined and may be amended in section 287.139, Florida Statute.

COMPANY NAME: _____

ADDRESS: _____

COMPANY'S AUTHORIZED OFFICIAL:

_____
Name and Title

_____
Signature

_____
Date