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

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**BOARD OF COUNTY COMMISSIONERS  
NOTICE OF SOLICITATION  
RFQ #450931/HS**

**REFRIGERATORS, PURCHASE AND DELIVERY, TERM CONTRACT**

**RFQ SUBMISSION DATE: NOVEMBER 19, 2020 AT 4:00 P.M.**

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

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

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

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

**C A U T I O N**

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

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

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

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

<b>RFQ #<u>450931/HS</u></b>	<b>TITLE: REFRIGERATORS, PURCHASE AND DELIVERY, TERM CONTRACT</b>
<b>BUYER: HOLLY SKEEN</b>	<b>PHONE (561) 616-6828</b>
<b>FAX (561) 242-6728</b>	<b>E-MAIL: <a href="mailto:hskeen@pbcgov.org">hskeen@pbcgov.org</a></b>

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

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

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

## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR VENDORS

### GENERAL CONDITIONS

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

#### 1. CONDITIONED OFFERS

Vendors are cautioned that any condition, qualification, provision, or comment in their quote, or in other correspondence transmitted with their quote, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their quote and shall be considered as non-responsive.

#### 2. MODIFICATIONS

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

#### 3. ASSIGNMENTS

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

#### 4. EXCUSABLE DELAYS

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

#### 5. DEFAULT

The County may, by written notice of default to the successful vendor, terminate the order/contract in whole or in part if the successful vendor fails to satisfactorily perform any provisions of this solicitation or resultant order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant order/contract, or provides repeated non-performance, or does not remedy such failure within a period of ten (10) days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this order/contract in whole or in part because of default of the successful vendor, the County may procure goods and/or services similar to those terminated, and the successful vendor shall be liable for any excess costs incurred due to this action.

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

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

#### 6. TERMINATION FOR CONVENIENCE

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

#### 7. REMEDIES

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

#### 8. NO THIRD PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County and/or successful vendor.

#### 9. FOB

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

#### 10. PAYMENT TERMS

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

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and

/ or order. Invoices must bear the purchase order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

**Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program.** For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at [pbcpaymentmgr@mypalmbeachclerk.com](mailto:pbcpaymentmgr@mypalmbeachclerk.com) or 561-355-3295.

#### 11. INVOICING

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

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

#### 12. TAXES

The County is exempt from Federal and State taxes.

#### 13. PURCHASE ORDER

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

#### 14. ORDER/CONTRACT

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

#### 15. PRICING

- (a) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
- (b) The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response.
- (c) Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
- (d) Prices shall remain firm for the initial and any subsequent term.
- (e) All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- (f) In the event of mathematical error(s), the unit price shall prevail and the vendor's total offer shall be corrected accordingly. **QUOTES HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE VENDOR PRIOR TO SUBMISSION TIME; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE RFQ SHALL NOT BE REJECTED.**

#### 16. DELIVERIES

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

#### 17. INSPECTION/ACCEPTANCE

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

#### 18. QUANTITIES

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

#### 19. DISCRIMINATION PROHIBITED

##### A. COMMERCIAL NON-DISCRIMINATION :

##### Item No. 1: Vendor's Representations and Agreement.

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

##### Item No. 2: Vendor's Agreement to Apply to Subcontracts

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

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

#### 20. LEGAL REQUIREMENTS

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

#### 21. CRIMINAL HISTORY RECORDS CHECK ORDINANCE

Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair,

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

## **22. PUBLIC ENTITY CRIMES**

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

## **23. S/M/WBE PROGRAM**

### **PLEASE NOTE THAT ALL FORMS RELATED TO THE EBO PROGRAM CAN BE FOUND AT**

<http://discover.pbcgov.org/oebo/Pages/Documents.aspx>

#### **Item 1 – Policy**

It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. A vendor must comply with the requirements contained in this Section for a vendor to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

#### **Item 2 – Contract Award Criteria**

For purchases made as a result of this solicitation, the County shall make an award to the vendor who is certified as a small business with Palm Beach County and who is within 10% of the lowest responsive, responsible vendor, providing that the small business is also deemed responsive and responsible to the terms and conditions of the solicitation.

#### **Item 3 – Quote Submission Documentation**

S/M/WBE vendors, responding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime vendors own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE vendor intends to perform 100% of the work with their own workforce.

S/M/WBE Subcontractor/subconsultant documentation shall be submitted as follows:

#### **Schedule 1 - List of Proposed Subcontractors/Subconsultants**

A completed Schedule 1 submitted by the prime shall list the names of all Subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of this contract with their work force.

#### **Schedule 2 - Letter of Intent**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language

indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed Subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any Subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the Subcontractor/subconsultant on this form. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and 2 will result in no S/M/WBE consideration given.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

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

#### **Item 4 – S/M/WBE Certification**

Only those firms certified by Palm Beach County at the time of quote submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY. It is the responsibility of the vendor to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that vendors visit the online Vendor Directory at [www.pbcgov.org/oebo](http://www.pbcgov.org/oebo) to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

#### **Item 5 – Decertification**

As part of the consideration for quote award under the EBO Ordinance, any firm/proposer decertified by Palm Beach County shall be considered non-responsive to the S/M/WBE requirements.

#### **Item 6 – EBO Program Compliance - Penalties**

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

The Director of the OEBO or designee may require such reports, information, and documentation from the Quoter/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Vendor does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of OEBO or designee in consultation with the Originating Department regarding the failure of a contractor, vendor, respondent or quoter or other business representative to comply with any portion of the EBO Ordinance, the Director of the OEBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the OEBO designee) may impose any or all of the following penalties on the non-

complying party any or all of the following penalties:

- a. Suspension of contract;
- b. Withholding of funds;
- c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
- d. Suspension or Debarment of a respondent or quoter, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
- e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

#### **24. LOCAL PREFERENCE ORDINANCE**

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

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

#### **25. INDEMNIFICATION**

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

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

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

#### **27. ENDORSEMENTS**

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

#### **28. VENUE AND GOVERNING LAW**

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

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

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

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding vendor might consider to be confidential. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The COUNTY shall have the right to request and review vendor's books and records to verify vendor's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its quote. The COUNTY shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Vendor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

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

- (a) Keep and maintain public records required by the County to perform services as provided under this Order/Contract.
- (b) Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law. The Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (c) Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Order/Contract term and following completion of the Order/Contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- (d) Upon completion of the Order/Contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the

Vendor unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Order/Contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Order/Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

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

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ORDER/CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

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

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

**31. PERFORMANCE DURING EMERGENCY**

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

basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the vendor to sanctions from doing further business with the County.

**32. 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.

**33. BUSINESS INFORMATION**

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

**34. ANNUAL APPROPRIATIONS**

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

**35. CONFLICT OF INTEREST**

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

**36. SCRUTINIZED COMPANIES**

As provided in F.S. 287.135, by entering into an Order/Contract or performing any work in furtherance hereof, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Request for Quotation may be terminated at the option of the County.

**37. RFQ SUBMISSION**

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

**B. VENDOR'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION: In accordance with Palm Beach County Code Section 2-80.24, the undersigned vendor hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Vendor has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or**

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

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

**Vendor shall indicate its agreement to the foregoing by signing the Response Page.**

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

### **38. CERTIFICATIONS, LICENSES AND PERMITS**

Unless otherwise directed by the Local Preference term stated above, or the Special Conditions of this RFQ, vendor should include with its response a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the response page. It shall also be the responsibility of the successful vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the successful vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

## SPECIAL CONDITIONS

### 39. GENERAL / SPECIAL CONDITION PRECEDENCE

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

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

Palm Beach County shall award this quote to the lowest, responsive, responsible quoter on an all-or-none, total offer basis, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable.

### 41. 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.

### 42. F.O.B. POINT

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

### 43. AS SPECIFIED

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

### 44. QUANTITY

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

### 45. RENEWAL OPTION

The successful quoter shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices quote 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 quoter is suspended by the Purchasing Department prior to the commencement of the renewal period.

### 46. 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 quoter 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 quote.

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

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

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

Unless offering the specified manufacturer/brand and part/model numbers, the quoter **shall** submit with their quote response, 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 quote response page and sufficient detail



to verify compliance to quote specifications. Reference to literature submitted with a previous quote 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. The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the quote.**

#### **47. EQUIPMENT**

- A. **The scope** of these specifications is to ensure the delivery of a complete unit ready for operations. The apparent silence of any specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning only that the best commercial practice is to prevail, and that only material and workmanship of the finest quality are to be used. Omission of any essential detail from these specifications does not relieve the supplier from the furnishing of a complete unit.
- B. **All equipment** must be new, of current manufacture in production at the time of bid submission, and carry factory warranties.

#### **48. WARRANTY**

The successful quoter shall furnish factory/manufacturer warranty on all items and equipment furnished hereunder against defect in materials and/or workmanship. The factory/manufacturer warranty shall become effective on the date of delivery and acceptance by Palm Beach County. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful quoter shall repair or replace same at no cost to Palm Beach County.

**SPECIFICATIONS**  
**RFQ #450931/HS**

**REFRIGERATORS, PURCHASE AND DELIVERY, TERM CONTRACT**

**PURPOSE AND INTENT**

The sole purpose and intent of this Request for Quotation (RFQ) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of refrigerators for Palm Beach County.

**COUNTY'S RESPONSIBILITIES**

The County shall:

1. Order on an as needed basis.
2. Unpack, assemble, install and hookup the refrigerators.

**SUCCESSFUL QUOTER'S RESPONSIBILITIES**

The successful quoter shall:

1. Deliver and unload refrigerators from the delivery truck and bring inside facility, as requested.
2. Provide the location and contact information for local service center(s) that is approved for on-site repairs and warranty for item offered, upon request.

**TECHNICAL REQUIREMENTS**

Item shall meet or exceed the salient or essential characteristics listed herein, as well as all industry and safety standards.

**ITEM # 1**

**Refrigerator shall be black, General Electric (GE) Model #GIE22JTNRBB, or equal.**

Dimensions:

1. Minimum of 32" W x 66 ¾" H x 34" D and Maximum 33" W x 67" H x 34 ½" D
2. Minimum capacity of 21 cubic feet
3. Minimum capacity of 15 cubic feet for fresh food
4. Minimum freezer capacity of 6 cubic feet

Features:

1. Color: black-on-black in color with matching door handles
2. Up-front temperature control
3. Two (2) adjustable fresh food drawers
4. Minimum of three (3) cabinet shelves
5. LED interior lighting
6. Reversible hinge door swing
7. Adjustable front leveling system
8. Operate on 3-wire nominal 120v, 60hz, ac, standard 15-amp fuse branch circuit

**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 quoter 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 solicitation.

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

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

If quoter fails to complete the manufacturer/brand offered and part/model number offered for an "or equal", the response shall be rejected.

Unless offering the specified manufacturer/brand and part/model numbers, the quoter **shall** submit with their response, manufacturer cut sheets, sketches, descriptive literature and/or complete specifications for said item(s). **Literature shall provide EXACT matching product numbers to those offered on the response page** and sufficient detail to verify compliance to the specifications. Reference to literature submitted with a previous bid/quote 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. The failure of the descriptive literature to show that the item(s) offered conforms to the requirements of this solicitation shall result in the rejection of the response.**

**COUNTY ACCEPTANCE**

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

**PAYMENT**

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

**RESPONSE PAGE**  
**RFQ #450931/HS**  
**REFRIGERATORS, PURCHASE AND DELIVERY, TERM CONTRACT**

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QTY.	UNIT	UNIT PRICE	TOTAL OFFER
1.	<p><b>REFRIGERATORS, AS SPECIFIED HEREIN.</b></p> <p>Check only <b><u>one</u></b> of the boxes below:</p> <p><input type="checkbox"/> OFFERING <u>GENERAL ELECTRIC (GE), #GIE22JTNRBB</u>  <span style="padding-left: 100px;"><u>OR</u></span></p> <p><input type="checkbox"/> OFFERING EQUAL PRODUCT – <b>COMPLETE THE INFORMATION BELOW <u>ONLY</u> IF THIS BOX IS CHECKED</b></p> <p>MFR/BRAND OFFERED: _____  <small>(MUST BE FILLED IN ONLY IF OFFERING EQUAL PRODUCT)</small></p> <p>MFR/BRAND PART/MODEL # OFFERED: _____  <small>(MUST BE FILLED IN ONLY IF OFFERING EQUAL PRODUCT)</small></p> <p><small>(MFR/BRAND and MFR/BRAND PART/MODEL # OFFERED MUST MATCH DESCRIPTIVE LITERATURE PROVIDED BY VENDOR UNLESS OFFERING THE SPECIFIED MFR/BRAND AND PART/MODEL #)</small></p>	25	EA	\$ _____	\$ _____

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

**Delivery shall be \_\_\_\_\_ days ARO.**

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 #46? YES/INITIAL \_\_\_\_\_

**\* PLEASE AFFIX SIGNATURE WHERE INDICATED  
(Failure to do so shall result in the rejection of your RFQ)**

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

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

**Commercial Non-Discrimination Certification:**

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

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

**DRUG-FREE WORKPLACE CERTIFICATION  
RFQ #450931/HS**

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

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

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by \_\_\_\_\_ the  
(Individual's Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF BUSINESS LOCATION**  
**RFQ #450931/HS**

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

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

I. Quoter is a:

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

(Please indicate):

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

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

(Please indicate):

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

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

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

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

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

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

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

**OEBO SCHEDULE 1**

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

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

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

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

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

(Please use additional sheets if necessary)

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

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

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

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

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

**OEBO LETTER OF INTENT – SCHEDULE 2**

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

SOLICITATION/PROJECT NUMBER: \_\_\_\_\_

SOLICITATION/PROJECT NAME: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

**(Check box(s) that apply)**

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

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

<b><u>Column 1</u></b>	<b><u>Column 2</u></b>	<b><u>Column 3</u></b>
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Print Name of Subcontractor/subconsultant

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

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

\_\_\_\_\_  
Title

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