

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

3E-6

Meeting Date: July 23, 2019 [ ] Consent [X] Regular  
[ ] Ordinance [ ] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: amendments with seventeen (17) annual minor construction contracts to include the new Equal Business Opportunity (EBO) ordinance.

	Contractor	Resolution #	Status	Total dollars in Work Orders	Total SBE Participation
				to-date	To-date
A)	All-Site Construction Inc.	R2015-0155	Local/MBE	\$1,152,801	53.77%
B)	Andrea Construction, Inc.	R2015-0157	Local/SBE	\$2,543,533	67.27%
C)	ANZCO, Inc.	R2015-0158	Local/SBE	\$1,362,691	41.35%
D)	Carrick Contracting Corporation	R2017-0297	Local/Non-SBE	\$22,802	0.00%
E)	Cooper Construction Management & Consulting, Inc.	R2017-0298	Local/MBE	\$167,460	32.15%
F)	DCOTA Contracting, Inc.	R2015-0161	Local/MBE	\$54,975	61.12%
G)	Green Building Construction Corp	R2017-0299	Local/MBE	\$0	0.00%
H)	J. Rawn Enterprises, Inc.	R2015-0165	Local/SBE	\$42,972	35.12%
I)	Joe Schmidt Construction, Inc.	R2015-0164	Local/SBE	\$1,664,688	59.09%
J)	McTeague Construction Co., Inc.	R2017-0301	Non-Local/Non-SBE	\$55,200	0.00%
K)	Newbold Construction, Inc.	R2017-0809	Local/MBE	\$0	0.00%
L)	One Call Property Services, Inc.	R2017-0302	Local/SBE	\$0	0.00%
M)	Ralph Della-Pietra Inc.	R2015-0167	Local/SBE	\$422,680	22.09%
N)	Randolph Construction Group, Inc.	R2017-1040	Local/MBE	\$14,670	100.00%
O)	RJS Construction Group, Inc	R2017-0304	Local/Non-SBE	\$200,767	27.82%
P)	Robling Architecture Construction, Inc.	R2015-0168	Local/SBE	\$173,302	85.30%
Q)	Thermal Concepts, Inc.	R2017-0305	Non-Local/Non-SBE	\$0	0.00%

Summary: On February 3, 2015, the Board approved the annual minor construction contract with sixteen (16) contractors participating. Work is awarded as work orders on a lump-sum, competitively quoted basis among the pool of pre-qualified minor construction contractors. Beginning on January 1, 2019, the County began implementing the requirements of the new Equal Business Opportunity (EBO) Ordinance. For annual construction contracts, these requirements are implemented through including the requirements in each and every work order. These Amendments will incorporate those EBO requirements in the contract so that the work orders can be streamlined and ensure all contractors participating in this contract (five (5) more contracts added today) are responding to the same work order package. This will also make it easier for contractors to respond and for staff to prepare projects for advertisement; both reducing errors by contractors and staff. During the term of the contracts, the County awarded \$7,926,085 in work orders. The Goal Setting Committee set an Affirmative Procurement Initiative (API) as Small Business Enterprise (SBE) Sheltered Market for work orders under \$100,000. The cumulative SBE participation for all work orders to-date is 54.43%. Projects are bid among the pre-qualified participants. Firms may become pre-qualified and join the bidding pool at any time during the term. (Capital Improvements) Countywide (LDC)

Background & Policy Issues: Sixteen (16) contractors were originally pre-qualified to provide minor construction services associated at County properties. Work is awarded as work orders on a lump-sum, competitively quoted basis among the pool of pre-qualified minor construction contractors. The original contract terms were for one (1) year and allowed for four (4) additional one (1) year renewals. This Amendment will update the term and conditions to include the new EBO ordinance requirements. Other than the changes set forth herein, all other terms remain the same. It is the consensus of Facilities Development and Operations that these seventeen (17) contractors have successfully provided the services required by the County in a timely manner. They are in good standing and wish to continue to provide services.

Attachments:

1. Amendment No. 6 All-Site Construction, Inc.

2. Amendment No. 6 Andrea Construction, Inc.

3. Amendment No. 6 ANZCO, Inc.

4. Amendment No. 3 Carrick Contracting Corporation

5. Amendment No. 3 Cooper Construction Management & Consulting, Inc.

6. Amendment No. 6 DCOTA Contracting, Inc.

7. Amendment No. 3 Green Building Construction Corp.

8. Amendment No. 6 Joe Schmidt Construction, Inc.

9. Amendment No. 6 J. Rawn Enterprises, Inc.
10. Amendment No. 3 McTeague Construction Co., Inc.

11. Amendment No. 3 Newbold Construction, Inc.

12. Amendment No. 3 One Call Florida, Inc.

13. Amendment No. 6 Ralph Della-Pietra, Inc.

14. Amendment No. 3 Randolph Construction Group, Inc.

15. Amendment No. 3 RJS Construction Group, Inc.

16. Amendment No. 6 Robling Architecture Construction, Inc.

17. Amendment No. 3 Thermal Concepts, Inc.

18. Annual Contract – Minor Construction 2018: Control Sheet

Recommended By: Army Wolf 7/14/19  
Department Director Date

Approved By: CBaker 7/17/19  
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

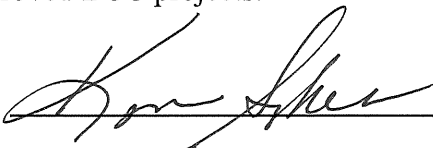
Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* =====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes   x   No         
Does this items include use of federal funds? Yes        No   x  

Budget Account No: Fund        Dept        Unit        Object        Program       

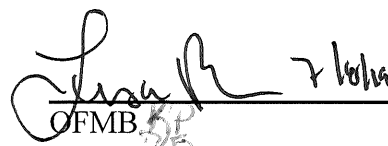
B. Recommended Sources of Funds/Summary of Fiscal Impact:

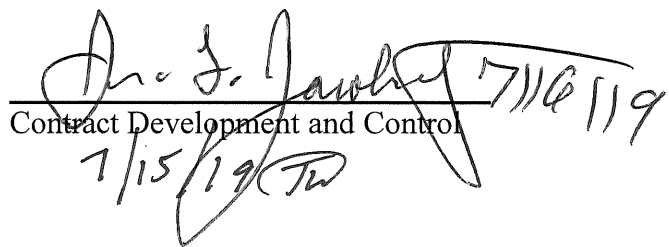
\* Potential maximum fiscal impact is \$10,500,000. Work Orders requiring BCC approval will be brought to the Board and fiscal impact will be addressed at that time; otherwise, funding will come from previously approved BCC projects.

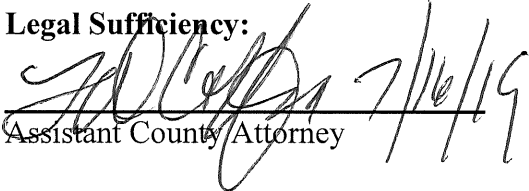
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

  
OFMB 7/16/19

  
Contract Development and Control 7/15/19/TW

B. Legal Sufficiency:   
Assistant County Attorney 7/16/19

C. Other Department Review:  
  
\_\_\_\_\_  
Department Director

## AMENDMENT NO. 6 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2015-0155) dated February 3, 2015, as amended by Amendment No. 1 (R2016-0172) dated February 9, 2016, Amendment No. 2 (R2016-1345) dated September 27, 2016, Amendment No. 3 (R2017-0049) dated January 10, 2017, Amendment No. 4 (R2018-0054) dated January 23, 2018, and Amendment No. 5 (R2019-0058) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and All-Site Construction, Inc., hereinafter referred to as "Contractor".

### WITNESSETH

**WHEREAS**, on February 3, 2015, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: All-Site Construction, Inc.

Damaris Valentin  
Signature

Damaris Valentin  
Name Printed

By: Ezra Saffold  
Signature  
Ezra Saffold  
Print Name

Its Title: President

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of **all** subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based



upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

## AMENDMENT NO. 6 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2015-0157) dated February 3, 2015, as amended by Amendment No. 1 (R2016-0173) dated February 9, 2016, Amendment No. 2 (R2016-1346) dated September 27, 2016, Amendment No. 3 (R2017-0050) dated January 10, 2017, Amendment No. 4 (R2018-0055) dated January 23, 2018, and Amendment No. 5 (R2019-0059) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Andrea Construction, Inc., hereinafter referred to as "Contractor".

### WITNESSETH

**WHEREAS**, on February 3, 2015, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

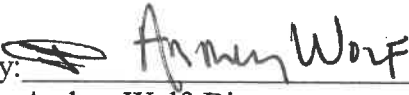
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

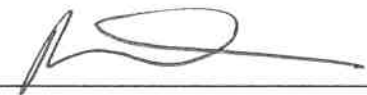
APPROVED AS TO TERMS AND  
CONDITIONS


\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: Andrea Construction, Inc.

 \_\_\_\_\_  
Signature  
Megan Gilb  
Name Printed

By:  \_\_\_\_\_  
Signature  
Richard Andica  
Print Name

Its Title: President

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. ***If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.***

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:



**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. *The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:***

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

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☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

## AMENDMENT NO. 6 TO ANNUAL CONTRACT

**This Amendment** (“Amendment”) dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2015-0158) dated February 3, 2015, as amended by Amendment No. 1 (R2016-0174) dated February 9, 2016, Amendment No. 2 (R2016-1347) dated September 27, 2016, Amendment No. 3 (R2017-0051) dated January 10, 2017, Amendment No. 4 (R2018-0056) dated January 23, 2018, and Amendment No. 5 (R2019-0060) dated January 15, 2019, (collectively hereinafter the “Annual Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and ANZCO, Inc., hereinafter referred to as “Contractor”.

### WITNESSETH

**WHEREAS**, on February 3, 2015, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

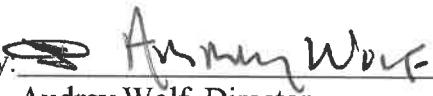
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY



APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: ANZCO, Inc.

 \_\_\_\_\_  
Signature  
 \_\_\_\_\_  
Name Printed

 \_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
 \_\_\_\_\_  
Print Name

Its Title:  \_\_\_\_\_

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.



**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. **If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.**

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver; and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT “B”  
(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT (“API”s)**

**The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.**

☒ **SBE Sheltered Market for Small Construction Contracts**

**Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.**

☐ **SBE Subcontracting Program**

**A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.**

☐ **SBE Price Preference For Single Trade Construction**

**The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE’s bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE’s bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.**

☐ **M/WBE Subcontracting Goal\***

**\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

☐ **M/WBE Segmented Subcontracting Goals\***

**\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based**

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

### AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment (“Amendment”) dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-0297) dated March 14, 2017, Amendment No. 1 (R2018-0057) dated January 23, 2018, and Amendment No. 2 (R2019-0061) dated January 15, 2019, (collectively hereinafter the “Annual Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Carrick Contracting Corporation, hereinafter referred to as “Contractor”.

#### WITNESSETH

WHEREAS, on March 14, 2017, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.



**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

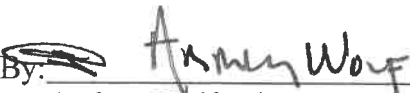
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY


APPROVED AS TO TERMS AND  
CONDITIONS


\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: Carrick Contracting Corporation

  
\_\_\_\_\_  
Signature  
TROY MELNICK  
\_\_\_\_\_  
Name Printed

By:  \_\_\_\_\_  
Signature  
THOMAS J. CARRICK  
\_\_\_\_\_  
Print Name

Its Title: President

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement.

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*



**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

### AMENDMENT NO. 3 TO ANNUAL CONTRACT

**This Amendment** ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-0298) dated March 14, 2017, Amendment No. 1 (R2018-0058) dated January 23, 2018, and Amendment No. 2 (R2019-0062) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Cooper Construction Management & Consulting, Inc., hereinafter referred to as "Contractor".

#### WITNESSETH

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**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

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**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS,

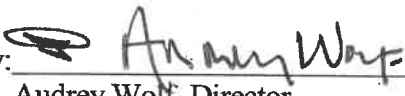
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

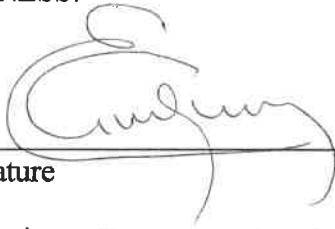
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS


\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

  
\_\_\_\_\_  
Signature  
ANDRES FISCHBORN  
\_\_\_\_\_  
Name Printed

Contractor: Cooper Construction  
Management & Consulting, Inc.

By:  \_\_\_\_\_  
Signature  
Veronica Cooper  
\_\_\_\_\_  
Print Name

Its Title: \_\_\_\_\_ Vice President \_\_\_\_\_

## ATTACHMENT A

**The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.**

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.



**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

## AMENDMENT NO. 6 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2015-0161) dated February 3, 2015, as amended by Amendment No. 1 (R2016-0175) dated February 9, 2016, Amendment No. 2 (R2016-1348) dated September 27, 2016, Amendment No. 3 (R2017-0052) dated January 10, 2017, Amendment No. 4 (R2018-0059) dated January 23, 2018, and Amendment No. 5 (R2019-0063) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and DCOTA Contracting, Inc., hereinafter referred to as "Contractor".

### WITNESSETH

**WHEREAS**, on February 3, 2015, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: DCOTA Contracting, Inc.

Debbie Poonai  
Signature  
DEBBIE POONAI  
Name Printed

By: Anand Poonai  
Signature  
ANAND POONAI  
Print Name

Its Title: PRESIDENT



## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement.

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. *The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:***

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**



### AMENDMENT NO. 3 TO ANNUAL CONTRACT

**This Amendment** (“Amendment”) dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-0299) dated March 14, 2017, Amendment No. 1 (R2018-0060) dated January 23, 2018, and Amendment No. 2 (R2019-0064) dated January 15, 2019, (collectively hereinafter the “Annual Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Green Building Construction Corp., hereinafter referred to as “Contractor”.

#### WITNESSETH

**WHEREAS**, on March 14, 2017, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

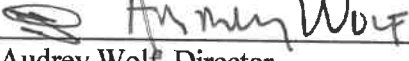
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY



APPROVED AS TO TERMS AND  
CONDITIONS

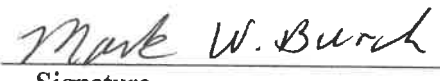
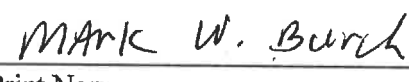
\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: Green Building Construction  
Corp.

  
Signature  
  
Name Printed

By:  \_\_\_\_\_  
Signature  
  
Print Name

Its Title: president

## ATTACHMENT A

**The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.**

**1. *Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:***

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. *New Section 3.7 is added to the Instructions to Bidders as follows:***

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement.

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor



does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

**The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.**

☒ **SBE Sheltered Market for Small Construction Contracts**

**Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.**

☐ **SBE Subcontracting Program**

**A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.**

☐ **SBE Price Preference For Single Trade Construction**

**The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.**

☐ **M/WBE Subcontracting Goal\***

**\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

☐ **M/WBE Segmented Subcontracting Goals\***

**\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based**

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

## AMENDMENT NO. 6 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2015-0165) dated February 3, 2015, as amended by Amendment No. 1 (R2016-0177) dated February 9, 2016, Amendment No. 2 (R2016-1350) dated September 27, 2016, Amendment No. 3 (R2017-0054) dated January 10, 2017, Amendment No. 4 (R2018-0061) dated January 23, 2018, and Amendment No. 5 (R2019-0065) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and J. Rawn Enterprises, Inc., hereinafter referred to as "Contractor".

### WITNESSETH

**WHEREAS**, on February 3, 2015, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

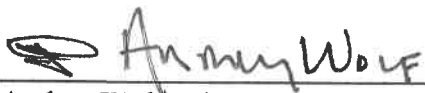
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY


APPROVED AS TO TERMS AND  
CONDITIONS


\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: J. Rawn Enterprises, Inc.

 \_\_\_\_\_  
Signature  
John RAWN  
Name Printed

By:  \_\_\_\_\_  
Signature  
JACK D. RAWN  
Print Name

Its Title: V. PRESIDENT

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.



The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

**The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.**

☒ **SBE Sheltered Market for Small Construction Contracts**

**Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.**

☐ **SBE Subcontracting Program**

**A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.**

☐ **SBE Price Preference For Single Trade Construction**

**The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.**

☐ **M/WBE Subcontracting Goal\***

**\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

☐ **M/WBE Segmented Subcontracting Goals\***

**\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based**

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

## AMENDMENT NO. 6 TO ANNUAL CONTRACT

**This Amendment** (“Amendment”) dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2015-0164) dated February 3, 2015, as amended by Amendment No. 1 (R2016-0176) dated February 9, 2016, Amendment No. 2 (R2016-1349) dated September 27, 2016, Amendment No. 3 (R2017-0053) dated January 10, 2017, Amendment No. 4 (R2018-0062) dated January 23, 2018, and Amendment No. 5 (R2019-0066) dated January 15, 2019, (collectively hereinafter the “Annual Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and Joe Schmidt Construction, Inc., hereinafter referred to as “Contractor”.

### WITNESSETH

**WHEREAS**, on February 3, 2015, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: Joe Schmidt Construction, Inc.

Melissa Schmidt  
Signature  
Melissa Schmidt  
Name Printed

By: Joe Schmidt  
Signature  
Joe Schmidt  
Print Name

Its Title: President

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

*1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:*

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

*2. New Section 3.7 is added to the Instructions to Bidders as follows:*

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement.

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. *The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:***

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbegov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based



upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

### AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-0301) dated March 14, 2017, Amendment No. 1 (R2018-0063) dated January 23, 2018, and Amendment No. 2 (R2019-0067) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and McTeague Construction Co., Inc., hereinafter referred to as "Contractor".

#### WITNESSETH

**WHEREAS**, on March 14, 2017, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY


APPROVED AS TO TERMS AND  
CONDITIONS


\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: McTeague Construction Co.,  
Inc.

 \_\_\_\_\_  
Signature  
Jennifer McTeague  
Name Printed

By:  \_\_\_\_\_  
Signature  
Michael McTeague  
Print Name

Its Title: President

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. **If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.**

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

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**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

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**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:



**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for each subcontractor, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

## AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-0809) dated June 20, 2017, Amendment No. 1 (R2018-0064) dated January 23, 2018, and Amendment No. 2 (R2019-0068) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Newbold Construction, Inc., hereinafter referred to as "Contractor".

### WITNESSETH

**WHEREAS**, on June 20, 2017, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: Newbold Construction, Inc.

Alice V. Hutchinson  
Signature

Alice V. Hutchinson  
Name Printed

By: Alfonso Newbold  
Signature

Alfonso Newbold  
Print Name

Its Title: President

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.



**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement.

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbegov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

### AMENDMENT NO. 3 TO ANNUAL CONTRACT

**This Amendment** (“Amendment”) dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-0302) dated March 14, 2017, Amendment No. 1 (R2018-0065) dated January 23, 2018, and Amendment No. 2 (R2019-0069) dated January 15, 2019, (collectively hereinafter the “Annual Contract”) by and between Palm Beach County (“County”), a political subdivision of the State of Florida and One Call Florida, Inc. formerly known as One Call Property Services, Inc., hereinafter referred to as “Contractor”.

#### WITNESSETH

**WHEREAS**, on March 14, 2017, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.



**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

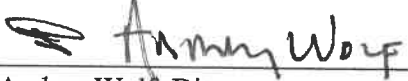
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: One Call Florida, Inc. formerly  
known as One Call Property Services, Inc.

 \_\_\_\_\_  
Signature

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

Lori Rose  
Name Printed

Robert Ambrosius  
Print Name

Its Title: President

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

## AMENDMENT NO. 6 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2015-0167) dated February 3, 2015, as amended by Amendment No. 1 (R2016-0178) dated February 9, 2016, Amendment No. 2 (R2016-1351) dated September 27, 2016, Amendment No. 3 (R2017-0055) dated January 10, 2017, Amendment No. 4 (R2018-0066) dated January 23, 2018, and Amendment No. 5 (R2019-0070) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Ralph Della-Peitra, Inc., hereinafter referred to as "Contractor".

### WITNESSETH

**WHEREAS**, on February 3, 2015, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

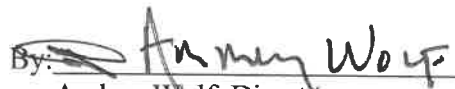
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

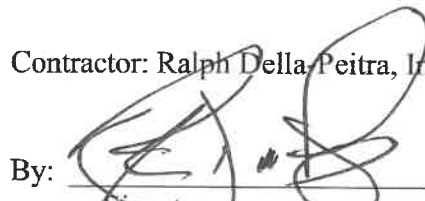
\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

  
Signature  
Robert Bellissimo  
Name Printed

Contractor: Ralph Della Pietra, Inc.

By:  \_\_\_\_\_  
Signature  
Ralph Della-Pietra  
Print Name

Its Title: President

## ATTACHMENT A

**The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.**

**1. *Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:***

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. *New Section 3.7 is added to the Instructions to Bidders as follows:***

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. **If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.**

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.



**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement.

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbccgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

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☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

### AMENDMENT NO. 3 TO ANNUAL CONTRACT

**This Amendment** (“Amendment,”) dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-1040) dated August 15, 2017, Amendment No. 1 (R2018-0067) dated January 23, 2018, and Amendment No. 2 (R2019-0071) dated January 15, 2019, (collectively hereinafter the “Annual Contract,”) by and between Palm Beach County (“County,”), a political subdivision of the State of Florida and Randolph Construction Group, Inc., hereinafter referred to as “Contractor,,”.

#### WITNESSETH

**WHEREAS**, on August 15, 2017, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

a. there has been no material change in the management or ownership of the Contractor;

b. there has been no material adverse change in the financial stability or financial resources of the Contractor;

c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor’s ability to perform under the Contract;

d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and

e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.

f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

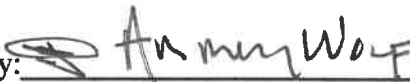
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY



APPROVED AS TO TERMS AND  
CONDITIONS

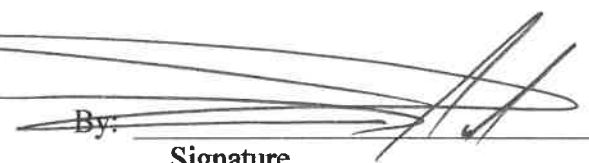
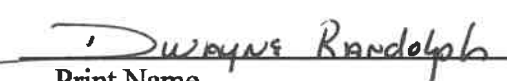
\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: Randolph Construction Group Inc.

 \_\_\_\_\_  
Signature  
 \_\_\_\_\_  
Name Printed

 \_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
 \_\_\_\_\_  
Print Name

Its Title: PRESIDENT



## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

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\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

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\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

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\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**



### AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-0304) dated March 14, 2017, Amendment No. 1 (R2018-0267) dated March 13, 2018, and Amendment No. 2 (R2019-0072) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and RJS Construction Group, Inc., hereinafter referred to as "Contractor".

#### WITNESSETH

WHEREAS, on March 14, 2017, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

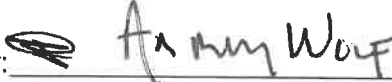
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY


APPROVED AS TO TERMS AND  
CONDITIONS

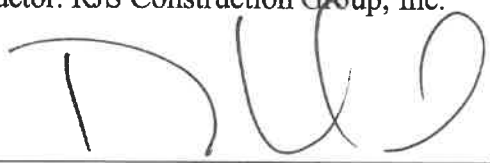
\_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: RJS Construction Group, Inc.

 \_\_\_\_\_  
Signature  
Christina Grassi  
Name Printed

By:  \_\_\_\_\_  
Signature  
Robert Souers  
Print Name

Its Title: President

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor



**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

## AMENDMENT NO. 6 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2015-0168) dated February 3, 2015, as amended by Amendment No. 1 (R2016-0179) dated February 9, 2016, Amendment No. 2 (R2016-1352) dated September 27, 2016, Amendment No. 3 (R2017-0056) dated January 10, 2017, Amendment No. 4 (R2018-0068) dated January 23, 2018, and Amendment No. 5 (R2019-0073) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Robling Architecture Construction, Inc., hereinafter referred to as "Contractor".

### WITNESSETH

**WHEREAS**, on February 3, 2015, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

**WHEREAS**, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

**NOW THEREFORE**, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.

**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

\_\_\_\_\_  
Assistant County Attorney

By: Audrey Wolf  
Audrey Wolf, Director  
Facilities Development & Operations  
Department

WITNESS:

Contractor: Robling Architecture  
Construction, Inc.

Holly M Serrano  
Signature  
Holly M Serrano, Senior Project Manager  
Name Printed

By: Damon A Robling  
Signature  
Damon A Robling  
Print Name

Its Title: President



## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.



**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement.

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*

**ATTACHMENT "B"**  
**(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT ("API"s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

### AMENDMENT NO. 3 TO ANNUAL CONTRACT

This Amendment ("Amendment") dated \_\_\_\_\_ to the Annual Contract for Minor Construction (R2017-0305) dated March 14, 2017, Amendment No. 1 (R2018-0069) dated January 23, 2018, and Amendment No. 2 (R2019-0074) dated January 15, 2019, (collectively hereinafter the "Annual Contract") by and between Palm Beach County ("County"), a political subdivision of the State of Florida and Thermal Concepts, Inc., hereinafter referred to as "Contractor".

#### WITNESSETH

WHEREAS, on March 14, 2017, the parties hereto entered into the Annual Contract under which the Contractor provides awarded work to the County for various projects as bid from time to time under the Annual Contract; and

WHEREAS, the County and the Contractor desire to amend certain contract conditions of the Annual Contract.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the Parties agree as follows:

**1. Certification of No Material Changes.** The Contractor by execution of this Amendment hereby certifies, represents, affirms and warrants that since it submitted its Qualification Application:

- a. there has been no material change in the management or ownership of the Contractor;
- b. there has been no material adverse change in the financial stability or financial resources of the Contractor;
- c. there has been no material change in the pending litigation or claims against the Contractor such that they would have a negative impact on the Contractor's ability to perform under the Contract;
- d. the Contractor has not been debarred or suspended by any government entity or placed on a convicted vendor list maintained by the State of Florida or any other government entity; and
- e. the Contractor continues to maintain all licenses and certifications required to perform under the Contract.
- f. the Contractor certifies that it is in compliance with the requirements pertaining to scrutinized companies under Florida Statutes Section 287.135.



**2. Contract Terms Affirmed.** Except as set forth below, the terms and conditions of the Annual Contract shall remain in full force and effect and are hereby ratified and affirmed by the parties hereto.

**Annual Contract Modifications and Additions.** The following provisions of the Annual Contract are modified as follows: See **Attachments A and B** which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Annual Contract to be executed as of the day and year first above written.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS,

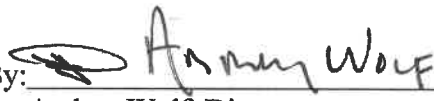
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

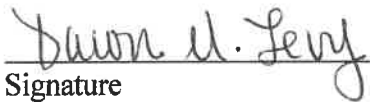
APPROVED AS TO TERMS AND  
CONDITIONS

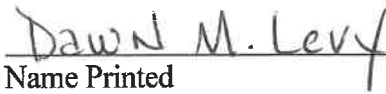
\_\_\_\_\_  
Assistant County Attorney



By:  \_\_\_\_\_  
Audrey Wolf, Director  
Facilities Development & Operations  
Department


WITNESS:

Contractor: Thermal Concepts, Inc.

 \_\_\_\_\_  
Signature

 \_\_\_\_\_  
Name Printed

By:  \_\_\_\_\_  
Signature  
 \_\_\_\_\_  
Print Name

Its Title:  \_\_\_\_\_

## ATTACHMENT A

The Provisions of this Attachment shall take precedence and control over any inconsistent or conflicting provisions in the Contract Documents.

**1. Section 3.5 of the Instructions to Bidders is replaced in its entirety with the following:**

**3.5 Scrutinized Companies.**

**3.5.1** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor 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.

**3.5.2 When contract value is greater than \$1 million:** As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

**2. New Section 3.7 is added to the Instructions to Bidders as follows:**

**3.7 Commercial Non-Discrimination.** The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, 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 any resulting 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.

The Bidder acknowledges and agrees that all subcontractor agreements shall include a commercial non-discrimination clause.

**3. New Section 3.8 is added to the Instructions to Bidders as follows:**

**3.8 VSS Registration Required.** A Bidder must register in the County's Vendor Self Service ("VSS") at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService> in order to bid on County contracts. 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 the award of a Work Order until a contractor has certified that the contractor and all of its subcontractors are registered in VSS.

**4. Section 5.2.1 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.2.1 General.** Bid Security is not required for Work Orders of less than \$200,000. The Public Construction Bond is waived for Work Orders less than \$200,000 where Bidder's cumulative open Work Orders do not exceed \$200,000. Any proposed Work Order which will cause a Bidder's cumulative open Work Orders to exceed \$200,000 shall require a Public Construction Bond. Any individual Work Order exceeding \$200,000 shall require a Public Construction Bond.

**5. Section 5.3 of the Instructions to Bidders in the Contract Documents is replaced with the following:**

**5.3 Equal Business Opportunity Program.**

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

**5.3.2 Affirmative Procurement Initiatives (APIs).** The APIs approved for this solicitation, including any applicable SBE or M/WBE goals, are set out on Attachment B to the Invitation for Bid/Quote which attachment is incorporated herein by reference. Any bid that fails to comply with the API requirements stated in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive.

**5.3.3 API Waiver Requests/Good Faith Efforts.** If Bidder is unable to comply with the API requirements as set forth in this solicitation, such Bidder shall submit a request for a waiver or partial waiver at least (7) days prior to the bid due date as stated in the solicitation. Bidder shall submit the waiver request to the Office of EBO with a copy to the Department. *If a bidder requests a waiver from an API from the Office of EBO at least 7 days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended again.*

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts (as defined below) were undertaken by Bidder to comply with the requirements as described under the selected API. The Good Faith Effort waiver request, shall be reviewed by the Office of EBO within seven (7) days of receipt. The bid due date will be extended during this review period. If the Office of EBO determines that adequate Good Faith Efforts have been demonstrated by the Bidder to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the County in the interim shall be returned unopened.

The amended solicitation shall then be advertised to all prospective Bidders and the bid due date extended. However, if the Office of EBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director of the Office of EBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the EBO Director reconsideration and Special Master appeal process if requested.

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

**5.3.4 Bid Submission Documentation.** S/M/WBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the Work to be performed by their own workforce as well as the Work to be performed by any subcontractor, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE contractor intends to perform 100% of the Work with their own workforce.

**All Bidders are required to submit with their bid the appropriate EBO schedules in order to be deemed responsive to this solicitation. EBO documentation to be submitted is as follows:**

**5.3.4.1 Schedule 1 - List of All Proposed Subcontractors, including S/M/WBE Participation.** A completed Schedule 1 shall list the names of all subcontractors, including S/M/WBE subcontractors, intended to be used in performance of the contract, if awarded. This schedule shall also be used if an S/M/WBE prime bidder is utilizing any subcontractors.

**5.3.4.2 Schedule(s) 2 - Letter(s) of Intent to Perform as a Subcontractor, including S/M/WBE Subcontractors.** A Schedule 2 for each subcontractor, including each S/M/WBE subcontractor, listed on Schedule 1, shall be completed and executed by the proposed subcontractor. The type of Work to be performed by each subcontractor and the dollar value or percentage shall also be specified. Additional copies may be made as needed. A completed Schedule 2 is a binding agreement between the prime contractor and the subcontractor and should be treated as such.

Completed and submitted EBO forms are incorporated into and made a part of the Contract Documents.

**5.3.5 S/M/WBE Certification.** Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established S/M/WBE goal. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the on-line S/M/WBE Directory at [www.pbcgov.org/ebo](http://www.pbcgov.org/ebo) to verify S/M/WBE certification.

**5.3.6 Counting S/M/WBE Participation.** Once a firm is determined to be an eligible S/M/WBE according to the Palm Beach County certification procedures, the Prime may count toward its S/M/WBE goals only that portion of the total dollar value of a contract performed by the S/M/WBE.

The Prime may count toward its S/M/WBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the S/M/WBE partner in the joint venture.

The Prime may count toward its S/M/WBE goal the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

The Prime may count the entire expenditure to an S/M/WBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

The Prime may count sixty percent (60%) of its expenditure to S/M/WBE suppliers/distributors that are not manufacturers.

The Prime may count toward its S/M/WBE goal second and third tiered S/M/WBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE subcontractor.

The Prime may only count towards its S/M/WBE goal the goods and services in which the SBE is certified.

A certified S/M/WBE Prime may count toward the established goal the goods and services in which it performs with its own work force. The Prime S/M/WBE shall submit a completed Schedule 1 and 2.

**5.3.7 S/M/WBE Participation.** Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid/quote with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the County to substantiate participation.

**5.3.8 Post Bid Waiver Request.** After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement

**5.3.9 Responsibilities after Award of Work Order.** The successful Bidder shall submit the following forms with each pay application:

**5.3.9.1 Schedule 3 – Subcontractor Activity Form.** This form shall be submitted by the prime contractor with each payment application when subcontractors, including S/M/WBE subcontractors, are utilized in the performance of the Work Order. This form shall contain the names of all subcontractors, including S/M/WBE subcontractors, specify the subcontracted dollar amount for each subcontractor approved change orders, revised subcontractor contract amount, including S/M/WBE contract amount, amount drawn this period, amount drawn to date, and payments to date issued to subcontractors. This form is intended to be utilized on all non-professional services contracts.

**5.3.9.2 Schedule 4 – Subcontractor Payment Certification, including S/M/WBEs.** A Schedule 4 for **each subcontractor**, including each S/M/WBE, shall be completed and signed by each subcontractor, including each S/M/WBE, after receipt of payment from the prime. The prime shall submit this Schedule 4 with each payment application submitted to the County to document payment issued to a subcontractor in the performance of the Work Order.

The successful bidder shall submit an Subcontractor Activity Form (Schedule 3) and Subcontractor Payment Certification Forms (Schedule 4) with each payment application. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Prime Contractor and the Subcontractor Payment Certification Form (Schedule 4) is to be executed by each subcontractor to verify receipt of payment.

Upon letter notification by the County that the payment tracking system is automated, the prime contractor is required to input all subcontractor payment information directly into the County's contract information system prior to submitting a payment application.

**5.3.10 S/M/WBE Substitutions after Award of Work Order.** After award of a Work Order, the successful bidder will only be permitted to replace a certified S/M/WBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified S/M/WBEs in order to maintain the S/M/WBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the Office of EBO for approval. Any desired change in the S/M/WBE participation schedule shall be approved in advance by the Office of EBO and shall indicate the Prime Contractor's Good Faith Efforts to substitute another certified S/M/WBE Subcontractor (as appropriate) to perform the work. Any desired changes (including substitutions or termination and self-performance) must be approved in writing in advance by the Office of EBO. Upon receiving approval of substitution for the S/M/WBE subcontractor, the Prime must submit a completed and signed Schedule 2 by the proposed S/M/WBE subcontractor

**5.3.11 EBO Program Compliance, Enforcement, Penalties.** The Office of EBO and the Department shall have the right to request and review Contractor's books and records to verify Contractor's compliance with the Contract, adherence to the EBO Program and its Bid. The Office of EBO and the Department shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. Contractor shall retain all books and records pertaining to this Contract, including, but not limited to, subcontractor payment records, for four (4) years after project completion date, or such longer time as may be required in other provisions of this Contract, and make such records available for inspection in Palm Beach County by the Office of EBO and the County at any reasonable time during the four (4) years.

The Director of the Office of EBO or designee may require such reports, information, and documentation from Contractor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Contractor shall correct all noncompliance issues within 15 calendar days of a written notice of noncompliance by the contracting department or the Office of EBO. If the Contractor

does not resolve the non-compliance within 15 days of receipt of written notice of non-compliance, then the County may impose upon the non-complying party any or all of the following penalties:

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

**6. The first paragraph of General Condition Number 68.3 in the Contract Documents is amended to state the following:**

68.3 If the pay estimate and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Owner's instructions. Otherwise, the Contractor shall prepare and submit to Owner an invoice in accordance with the estimate as approved. Owner will pay Contractor, in accordance with Local Government Prompt Payment Act (FS 218.70). *Owner shall provide Contractor with a written notice of disputed pay request within 10 business days after receipt of such pay request which clearly states any and all deficiencies in Contractor's pay request that will prevent prompt processing and issuance of payment. To the extent there is an undisputed portion of the pay request that can be paid, the Owner shall proceed with prompt payment of that portion of the pay request.* In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and Owner's project staff, Contractor may, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.72, et. seq., demand in writing a meeting with and review by the department director. In the absence of the department director, a deputy director may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by Owner of Contractor's written demand. The department director, or deputy director, shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the Owner's final decision for the purpose of the Local Government Prompt Payment Act. *Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the contractor's receipt of payment from the County pursuant to Section 218.70, Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.*



**ATTACHMENT “B”  
(for Minor Construction)**

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION  
PROCUREMENT (“API”s)**

The API(s) approved for this project are selected below by ☒. Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

☒ **SBE Sheltered Market for Small Construction Contracts**

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

☐ **SBE Subcontracting Program**

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

☐ **SBE Price Preference For Single Trade Construction**

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE’s bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE’s bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

☐ **M/WBE Subcontracting Goal\***

\_\_\_\_\_ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.

☐ **M/WBE Segmented Subcontracting Goals\***

\_\_\_\_\_ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by ☐ African American, ☐ Hispanic American, ☐ Asian American, ☐ Native American, and ☐ non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based

upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

☐ **M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million**

\_\_\_\_\_ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

☐ **M/WBE Evaluation Preference for RFPs for Prime M/WBE firms**

\_\_\_\_\_ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

**\*FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

Annual Contract - Minor 2018: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

PROJECT INFORMATION							DOLLARS								SBE P
W.O.	Approval	PROJECT	PROJECT	SBE or	W.O.	W.O.	\$ COMMITMENTS			\$ CAPACITY					
DATE	NUMBER	NAME	G.C.	EBO	AMOUNT	#	TO-DATE	AT RENEWAL	THIS TERM	REMAINING	\$SBE	%SBE	\$M/WBE	%Minority	
FYXX - Xst QUARTER															
NEW CONTRACT (Expires 02/02/16)							\$0.00	\$0.00	\$0.00	\$1,500,000.00					
02/03/15	14312.01	Fountains Country Club Rec Center - add'l	RDP	SBE	\$6,184.00	15-015	\$6,184.00	\$0.00	\$6,184.00	\$1,493,816.00	\$1,917.00	31.00%			0.00%
03/11/15	14473A	Riverbend Park - chikee hut repairs - add'l	Andrea	SBE	\$3,360.00	15-016	\$9,544.00	\$0.00	\$9,544.00	\$1,490,456.00	\$580.00	17.26%			0.00%
03/24/15	14472	PBIA - Main Terminal - dog relief stations	Andrea	SBE	\$15,650.00	15-017	\$25,194.00	\$0.00	\$25,194.00	\$1,474,806.00	\$15,150.00	96.81%			0.00%
03/27/15	15303	WUD WTP - new impact doors	ANATOM	SBE	\$46,018.00	15-018	\$71,212.00	\$0.00	\$71,212.00	\$1,428,788.00	\$21,000.00	45.63%			0.00%
04/05/15	14487.01	Glades Pioneer Park - splash pad surge tank replacement	All-Site	SBE	\$38,108.00	15-019	\$109,320.00	\$0.00	\$109,320.00	\$1,390,680.00	\$38,108.00	100.00%			0.00%
03/27/15	15335	John Prince Park - aerial water pipe replacement	RDP	SBE	\$128,468.00	15-020	\$237,788.00	\$0.00	\$237,788.00	\$1,262,212.00	\$24,142.00	18.79%			0.00%
03/27/15	13339.01B	Southwinds Golf Course - restroom reno - door locks and handles	Andrea	SBE	\$3,465.00	15-021	\$241,253.00	\$0.00	\$241,253.00	\$1,258,747.00	\$3,465.00	100.00%			0.00%
04/20/15	15317	F.S. #43 - station doors replacement	RDP	SBE	\$42,979.00	15-022	\$284,232.00	\$0.00	\$284,232.00	\$1,215,768.00	\$19,771.00	46.00%			0.00%
04/17/15	15327.01	Okeeheelee Golf Starter's Booth - new roll-up curtains	Schmidt	SBE	\$3,374.00	15-023	\$287,606.00	\$0.00	\$287,606.00	\$1,212,394.00	\$1,000.00	29.64%			0.00%
04/17/15	15365	MDC PBSO Admin Bldg - parking lot repairs	All-Site	SBE	\$4,030.00	15-024	\$291,636.00	\$0.00	\$291,636.00	\$1,208,364.00	\$4,030.00	100.00%			0.00%
05/29/15	14325.04A	Pahokee Recreation Ctr - exterior doors - add'l	Andrea	SBE	\$11,730.00	15-025	\$303,366.00	\$0.00	\$303,366.00	\$1,196,634.00	\$11,730.00	100.00%			0.00%
05/04/15	15337	F.S. #32 - new carport canopy	Andrea	SBE	\$3,350.00	15-026	\$306,716.00	\$0.00	\$306,716.00	\$1,193,284.00	\$1,665.00	49.70%			0.00%
04/29/15	15336	WDC - Facilities Mgmt Shop - new storage door	Andrea	SBE	\$3,550.00	15-027	\$310,266.00	\$0.00	\$310,266.00	\$1,189,734.00	\$3,550.00	100.00%			0.00%
05/26/15	15385	PBIA Terminal - new VFD control panel	Andrea	SBE	\$13,878.00	15-028	\$324,144.00	\$0.00	\$324,144.00	\$1,175,866.00	\$3,000.00	21.62%			0.00%
05/26/15	15360	WUD CROC Administration - new break room sink	Schmidt	SBE	\$6,880.00	15-029	\$331,024.00	\$0.00	\$331,024.00	\$1,168,976.00	\$3,440.00	50.00%			0.00%
06/19/15	15336A	WDC - Facilities Mgt Complex - DoH - add'l work	Andrea	SBE	\$3,450.00	15-030	\$334,474.00	\$0.00	\$334,474.00	\$1,165,526.00	\$3,450.00	100.00%			0.00%
06/30/15	13428.01	West County Courthouse - additional signage	ANZCO	SBE	\$10,720.00	15-031	\$345,194.00	\$0.00	\$345,194.00	\$1,154,806.00	\$0.00	0.00%			0.00%
07/09/15	15865	Delray and Lantana Health - dental office computer station stands	Andrea	SBE	\$9,450.00	15-032	\$354,644.00	\$0.00	\$354,644.00	\$1,145,356.00	\$9,450.00	100.00%			0.00%
07/27/15	15843	WUD CROC - Admin Bldg - wallpaper removal & painting	J Rawn	SBE	\$6,992.00	15-033	\$361,636.00	\$0.00	\$361,636.00	\$1,138,364.00	\$5,875.00	84.02%			0.00%
08/04/15	15396.01	Peanut Island - new modular building	Schmidt	SBE	\$10,795.00	15-034	\$372,431.00	\$0.00	\$372,431.00	\$1,127,569.00	\$4,000.00	37.05%			0.00%
08/12/15	15348	North County Aquatic Center - weatherproofing	J Rawn	SBE	\$20,370.00	15-035	\$392,801.00	\$0.00	\$392,801.00	\$1,107,199.00	\$3,395.00	16.67%			0.00%
08/12/15	15422	Wellington Library - new chiller yard gate	J Rawn	SBE	\$3,460.00	15-036	\$396,261.00	\$0.00	\$396,261.00	\$1,103,739.00	\$1,500.00	43.35%			0.00%
08/12/15	15420	South County Civic Center - room divider and sound panel repairs	Andrea	SBE	\$26,755.00	15-037	\$423,016.00	\$0.00	\$423,016.00	\$1,078,984.00	\$14,445.00	53.99%			0.00%
08/17/15	15365A	MDC PBSO Admin Bldg - parking lot repairs - add'l work	All-Site	SBE	\$3,168.75	15-038	\$426,184.75	\$0.00	\$426,184.75	\$1,073,815.25	\$3,168.75	100.00%			0.00%
08/12/15	15839	Herman Brice SCBA modifications	Andrea	SBE	\$19,740.00	15-039	\$445,924.75	\$0.00	\$445,924.75	\$1,054,075.25	\$13,490.00	68.34%			0.00%
08/28/15	15300.01	WUD Customer Service - exterior painting	ANZCO	SBE	\$22,500.00	15-040	\$468,424.75	\$0.00	\$468,424.75	\$1,031,575.25	\$0.00	0.00%			0.00%
08/28/15	15804A	W Boynton Beach Library - rekey door	Schmidt	SBE	\$300.00	15-041	\$468,724.75	\$0.00	\$468,724.75	\$1,031,275.25	\$300.00	100.00%			0.00%
09/15/15	15835	WUD Beeline Re-chlorination Facility Bldg - replace ext door and closer	J Rawn	SBE	\$9,700.00	15-042	\$478,424.75	\$0.00	\$478,424.75	\$1,021,575.25	\$3,618.27	37.30%			0.00%
09/15/15	15426	Glades Main Office Bldg - repairs at NW parking lot	Schmidt	SBE	\$4,320.00	15-043	\$482,744.75	\$0.00	\$482,744.75	\$1,017,255.25	\$4,320.00	100.00%			0.00%
09/03/15	15406	Wellington Library - backflow replacement	Andrea	SBE	\$13,500.00	15-044	\$496,244.75	\$0.00	\$496,244.75	\$1,003,755.25	\$3,000.00	22.22%			0.00%
09/03/15	15423	Belle Glade Health - interior painting	ANZCO	SBE	\$71,040.00	15-045	\$567,284.75	\$0.00	\$567,284.75	\$932,715.25	\$0.00	0.00%			0.00%
09/18/15	15428	Vista Center - PZB - MPO door retrofit & PZB relocate tv	Schmidt	SBE	\$2,010.00	15-046	\$569,294.75	\$0.00	\$569,294.75	\$930,705.25	\$2,010.00	100.00%			0.00%
09/21/15	15428A & B	Vista Center - PZB - relocate TV	Schmidt	SBE	\$1,040.00	15-047	\$570,334.75	\$0.00	\$570,334.75	\$929,665.25	\$1,040.00	100.00%			0.00%
09/18/15	15843A	WUD CROC Administration Bldg - add'l room	J Rawn	SBE	\$800.00	15-048	\$571,134.75	\$0.00	\$571,134.75	\$928,865.25	\$375.00	46.88%			0.00%
09/15/15	15303A	WUD Wastewater Treatment Plant - new impact doors - add'l work	ANATOM	SBE	\$1,523.75	15-049	\$572,658.50	\$0.00	\$572,658.50	\$927,341.50	\$375.00	24.61%			0.00%
10/11/15	15420A	South County Civic Center - room divider and sound panel repairs - changing	Andrea	SBE	\$2,140.00	15-050	\$574,798.50	\$0.00	\$574,798.50	\$925,201.50	\$2,140.00	100.00%			0.00%
10/11/15	15429	Park Ridge Golf Cart Barn - new awning	Schmidt	SBE	\$26,420.00	15-051	\$601,218.50	\$0.00	\$601,218.50	\$898,781.50	\$4,431.00	16.77%			0.00%
11/11/15	14342A	Palm Tran North - Main Administration - new roof access ladders - add'l work	Andrea	SBE	\$1,779.75	15-052	\$602,998.25	\$0.00	\$602,998.25	\$897,001.75	\$84.75	4.76%			0.00%
10/11/15	15374	EOC - site sidewalk	Schmidt	SBE	\$7,540.00	15-053	\$610,538.25	\$0.00	\$610,538.25	\$889,461.75	\$7,540.00	100.00%			0.00%
11/11/15	15442	Glades Library - sidewalk repair	Schmidt	SBE	\$5,620.00	15-054	\$616,158.25	\$0.00	\$616,158.25	\$883,841.75	\$5,620.00	100.00%			0.00%
10/11/15	15398	PBIA - Terminal and Delta Lake Fountains - new	Schmidt	SBE	\$27,418.00	16-001	\$643,576.25	\$0.00	\$643,576.25	\$856,423.75	\$4,960.00	18.09%			0.00%
10/11/15	15300.01A	WUD Customer Service - exterior painting - add'l painting	ANZCO	SBE	\$640.00	16-002	\$644,216.25	\$0.00	\$644,216.25	\$855,783.75	\$0.00	0.00%			0.00%
11/13/15	14327	OSC VMF Fleet/Fire Rescue - replace air compressors	All-Site	SBE	\$147,745.00	16-003	\$791,961.25	\$0.00	\$791,961.25	\$708,038.75	\$0.00	0.00%			0.00%
	15397	Mounts Cooperative Extension - refurbish entrance sign	ANZCO	SBE	\$7,795.00	16-004	\$799,756.25	\$0.00	\$799,756.25	\$700,243.75	\$0.00	0.00%			0.00%
10/23/15	15892	Palm Tran Connection - mount smart TV in 1S-115	Schmidt	SBE	\$720.00	16-005	\$800,476.25	\$0.00	\$800,476.25	\$699,523.75	\$720.00	100.00%			0.00%
11/13/15	15423A	Belle Glade Health - remove and replace existing doors	ANZCO	SBE	\$2,572.00	16-006	\$803,048.25	\$0.00	\$803,048.25	\$696,951.75	\$0.00	0.00%			0.00%

ATTACHMENT 18

# Annual Contract - Minor 2018: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

Procurement Project Implementation Group

PROJECT INFORMATION							DOLLARS					
W.O.	PROJECT	PROJECT		SBE or	W.O.	W.O.	\$ COMMITMENTS			\$ CAPACITY		
Approval	NUMBER	NAME	G.C.	EBO	AMOUNT	#	TO-DATE	AT RENEWAL	THIS TERM	REMAINING	\$SBE	%SBE
DATE											Work Order	Work Order
FYXX - Xst QUARTER												
11/09/15	15468	OSC - FDO Admin - 2nd floor SIP modular changes	Schmidt	SBE	\$9,320.00	16-007	\$812,368.25	\$0.00	\$812,368.25	\$687,631.75	\$7,269.60	78.00%
11/13/15	15470	PBSO Video Visitation (CVV) - new overhead door access	Andrea	SBE	\$6,755.35	16-008	\$819,123.60	\$0.00	\$819,123.60	\$680,876.40	\$6,755.35	100.00%
11/06/15	16301	Securing 2913 Nokomis Avenue, West Palm Beach	All-Site	SBE	\$1,200.00	16-009	\$820,323.60	\$0.00	\$820,323.60	\$679,676.40	\$1,200.00	100.00%
12/01/15	15322	Coconut Cove Rotunda - new floor tile	Schmidt	SBE	\$10,700.00	16-010	\$831,023.60	\$0.00	\$831,023.60	\$668,976.40	\$4,440.50	41.50%
12/01/15	15431	F.S. #34 - new patio screen room	Schmidt	SBE	\$14,425.00	16-011	\$845,448.60	\$0.00	\$845,448.60	\$654,551.40	\$2,928.27	20.30%
12/05/15	15839A	Herman Brice SCBA modifications - add'l work	Andrea	SBE	\$1,550.00	16-012	\$846,998.60	\$0.00	\$846,998.60	\$653,001.40	\$1,550.00	100.00%
12/05/15	15449	MJC (Judicial Center) Detention Area - pipe leaking (emergency)	Andrea	SBE	\$5,669.76	16-013	\$852,668.36	\$0.00	\$852,668.36	\$647,331.64	\$2,654.27	46.81%
Carry over from original contract					\$852,668.36		\$852,668.36			\$647,331.64		
Amendment # 1 - expires 02/02/17										\$1,000,000.00		
Adjusted amount (Original Contract + Ammend #1)							\$852,668.36			\$1,647,331.64		
03/14/16	15393	F.S. #19 - monument sign	All-Site	SBE	\$5,160.00	16-014	\$857,828.36	\$852,668.36	\$5,160.00	\$1,642,171.64	\$5,160.00	100.00%
12/02/15	15348A	North County Aquatic Center - weatherproofing - add'l work	J Rawn	SBE	\$1,650.00	16-015	\$859,478.36	\$852,668.36	\$6,810.00	\$1,640,521.64	\$330.00	20.00%
12/04/15	16308	PBSO Gun Range Shoot House - metal roof replacement	ANZCO	SBE	\$84,370.00	16-016	\$943,848.36	\$852,668.36	\$91,180.00	\$1,556,151.64	\$15,370.00	18.22%
12/16/15	15378	MJC (Judicial Center) Judge's Garage - new roll-up doors	Schmidt	SBE	\$52,870.00	16-017	\$996,718.36	\$852,668.36	\$144,050.00	\$1,503,281.64	\$9,370.00	17.72%
12/16/15	15437	Palm Tran North - replace Foreman's window	Andrea	SBE	\$1,725.00	16-018	\$998,443.36	\$852,668.36	\$145,775.00	\$1,501,556.64	\$1,725.00	100.00%
12/16/15	15420B	South County Civic Center - room divider and sound panel repairs - add'l sup	Schmidt	SBE	\$3,246.23	16-019	\$1,001,689.59	\$852,668.36	\$149,021.23	\$1,498,310.41	\$154.58	4.76%
01/06/16	15460	Ocean Inlet Park - drainfield replacement (emergency)	RDP	SBE	\$66,803.00	16-020	\$1,068,492.59	\$852,668.36	\$215,824.23	\$1,431,507.41		0.00%
01/07/16	14477	PBSO K-9 Unit fire and intrusion alarms replacement	Dcola	SBE	\$21,375.00	16-021	\$1,089,867.59	\$852,668.36	\$237,199.23	\$1,410,132.41	\$0.00	0.00%
08/14/16	15397A	Mounts Cooperative Extension - refurbish entrance sign - add'l work	ANZCO	SBE	\$1,240.00	16-022	\$1,091,107.59	\$852,668.36	\$238,439.23	\$1,408,892.41	\$154.58	12.47%
02/26/16	15412.01	Phil Foster Park - termite damage repairs	Andrea	SBE	\$6,750.00	16-023	\$1,097,857.59	\$852,668.36	\$245,189.23	\$1,402,142.41	\$6,750.00	100.00%
02/26/16	16341	Coconut Cove Water Park - kiosk patio renovations	Andrea	SBE	\$6,350.00	16-024	\$1,104,207.59	\$852,668.36	\$251,539.23	\$1,395,792.41	\$6,350.00	100.00%
08/14/16	16373	Secure - 2310 Pretty Lane, WPB	Andrea	SBE	\$3,562.90	16-025	\$1,107,770.49	\$852,668.36	\$255,102.13	\$1,392,229.51	\$154.58	4.34%
03/22/16	16304	PBIA Station 81 - garage door replacement	Schmidt	SBE	\$80,780.00	16-026	\$1,188,550.49	\$852,668.36	\$335,882.13	\$1,311,449.51	\$12,780.00	15.82%
03/02/16	15442A	Glades Road Library - sidewalk repair - add'l work	Schmidt	SBE	\$925.00	16-027	\$1,189,475.49	\$852,668.36	\$336,807.13	\$1,310,524.51	\$925.00	100.00%
03/14/16	16325	WUD - WTP #8 - exterior door replacement	ANZCO	SBE	\$92,500.00	16-028	\$1,281,975.49	\$852,668.36	\$429,307.13	\$1,218,024.51	\$32,500.00	35.14%
04/01/16	16403	4 Points - renovate for new on-site security	ANZCO	SBE	\$7,900.00	16-029	\$1,289,875.49	\$852,668.36	\$437,207.13	\$1,210,124.51	\$7,900.00	100.00%
05/11/16	15322.01	Coconut Cove Rotunda - new floor tile - add'l work	Schmidt	SBE	\$585.00	16-030	\$1,290,460.49	\$852,668.36	\$437,792.13	\$1,209,539.51	\$154.58	26.42%
04/01/16	16390	Vista Center - new tankless water heater	Andrea	SBE	\$6,340.00	16-031	\$1,296,800.49	\$852,668.36	\$444,132.13	\$1,203,199.51	\$5,340.00	84.23%
04/03/16	15478	GCC - building renaming signage	Andrea	SBE	\$33,750.00	16-032	\$1,330,550.49	\$852,668.36	\$477,882.13	\$1,169,449.51	\$33,750.00	100.00%
04/21/16	15448.01	PBSO West Detention Center Recreation Yard - flooring	RDP	SBE	\$149,935.00	16-033	\$1,480,485.49	\$852,668.36	\$627,817.13	\$1,019,514.51	\$41,335.00	27.57%
04/21/16	16336	810 Datura Community Services Bldg - exterior repairs, waterproofing & paint	ANZCO	SBE	\$197,000.00	16-034	\$1,677,485.49	\$852,668.36	\$824,817.13	\$822,514.51	\$125,000.00	63.45%
09/03/16	11483.06	GCC 6th floor - install new monitors	Schmidt	SBE	\$45,750.00	16-035	\$1,723,235.49	\$852,668.36	\$870,567.13	\$776,764.51	\$0.00	0.00%
04/15/16	16355	Historical Courthouse - elevator cabs repair	Andrea	SBE	\$8,425.00	16-036	\$1,731,660.49	\$852,668.36	\$878,992.13	\$768,339.51	\$8,425.00	100.00%
05/04/16	16404	PBIA Main Terminal - 3rd floor - metal door replacement	Andrea	SBE	\$3,750.00	16-037	\$1,735,410.49	\$852,668.36	\$882,742.13	\$764,589.51	\$3,750.00	100.00%
06/06/16	15431A	F.S. #34 - new patio screen room - add'l work	Schmidt	SBE	\$4,372.50	16-038	\$1,739,782.99	\$852,668.36	\$887,114.63	\$760,217.01	\$0.00	0.00%
04/28/16	13791B	Special Care Unit - installation of secondary bracing	Andrea	SBE	\$5,850.00	16-039	\$1,745,632.99	\$852,668.36	\$892,964.63	\$754,367.01	\$5,850.00	100.00%
05/26/16	16467	Convention Center "Wave" - install flashing	Andrea	SBE	\$7,800.00	16-040	\$1,753,432.99	\$852,668.36	\$900,764.63	\$746,567.01	\$7,800.00	100.00%
06/06/16	16427	Okecheelee Nature Center - termite damage repair	Andrea	SBE	\$5,985.00	16-041	\$1,759,417.99	\$852,668.36	\$906,749.63	\$740,582.01	\$0.00	0.00%
06/06/16	16399	GCC - Property Appraiser Commercial - carpet replacement Suite 5.100	All-Site	SBE	\$65,881.00	16-042	\$1,825,298.99	\$852,668.36	\$972,630.63	\$674,701.01	\$65,881.00	100.00%
06/21/16	16316	WUD Belle Glade - Control Bldg - renovate meeting room	Schmidt	SBE	\$47,225.00	16-043	\$1,872,523.99	\$852,668.36	\$1,019,855.63	\$627,476.01	\$10,620.00	22.49%
06/21/16	15418.03	PBC Convention Center Porte-cochere wood, drains & roof	Andrea	SBE	\$185,560.00	16-044	\$2,058,083.99	\$852,668.36	\$1,205,415.63	\$441,916.01	\$45,445.00	24.49%
06/21/16	16423	Vista Center - Cooling Tower - new service platform	ANZCO	SBE	\$59,697.00	16-045	\$2,117,780.99	\$852,668.36	\$1,265,112.63	\$382,219.01	\$21,340.00	35.75%
06/28/16	16339	F.S. #73 - new bay epoxy flooring	All-Site	SBE	\$69,157.00	16-046	\$2,186,937.99	\$852,668.36	\$1,334,269.63	\$313,062.01	\$16,626.00	24.04%
07/18/16	16321.01	WUD CROC Bldg 5 - replace truck wash	Robling	SBE	\$85,000.00	16-047	\$2,271,937.99	\$852,668.36	\$1,419,269.63	\$228,062.01	\$85,000.00	100.00%
08/14/16	16451	Okecheelee Nature Center - repair wood deck	Andrea	SBE	\$23,850.00	16-048	\$2,295,787.99	\$852,668.36	\$1,443,119.63	\$204,212.01	\$23,850.00	100.00%
08/14/16	16348	South County Courthouse (SCCH) - marble repairs	Andrea	SBE	\$24,745.00	16-049	\$2,320,532.99	\$852,668.36	\$1,467,864.63	\$179,467.01	\$24,745.00	100.00%

# Annual Contract - Minor 2018: Control Sheet

## All Contractors

### Dollar Commitments, Renewals, and Expirations

#### Procurement Project Implementation Group

PROJECT INFORMATION							DOLLARS					
W.O. Approval DATE	PROJECT NUMBER	PROJECT NAME	G.C.	SBE or EBO	W.O. AMOUNT	W.O. #	\$ COMMITMENTS			\$ CAPACITY REMAINING	\$SBE	%SBE
							TO-DATE	AT RENEWAL	THIS TERM		Work Order	Work Order
FYXX - Xst QUARTER												
09/09/16	16466	South County Admin Bldg - 2nd floor - interior renovations for Palm Tran relo	Schmidt	SBE	\$76,225.00	16-050	\$2,396,757.99	\$852,668.36	\$1,544,089.63	\$103,242.01	\$76,225.00	100.00%
09/03/16	16423A	Vista Center - Cooling Tower - new service platform - add'l work	ANZCO	SBE	\$2,413.44	16-051	\$2,399,171.43	\$852,668.36	\$1,546,503.07	\$100,828.57	\$2,413.44	100.00%
09/09/16	16428	APC 1 - Main Entrance coiling roll up grille	Andrea	SBE	\$28,340.00	16-052	\$2,427,511.43	\$852,668.36	\$1,574,843.07	\$72,488.57	\$20,240.00	71.42%
09/09/16	16324	Carlin Park Lazy Loggerhead Café - waterline replacement	Andrea	SBE	\$9,775.00	16-053	\$2,437,286.43	\$852,668.36	\$1,584,618.07	\$62,713.57	\$2,000.00	20.46%
09/27/16					Carry over from original contract		\$1,584,618.07			\$62,713.57		
					Amendment # 2 - expires 02/02/17		\$2,437,286.43			\$500,000.00		
					Adjusted amount (Original Contract + Ammend #1 + Ammend #2)					\$562,713.57		
09/20/16	13410.02	GCC 10th floor - OEO Conference Room #1002 and Interview Room #1002.1	ANZCO	SBE	\$19,700.00	16-054	\$2,456,986.43	\$2,437,286.43	\$19,700.00	\$543,013.57	\$19,700.00	100.00%
10/12/16	16465	Palm Tran North - slab improvements	Andrea	SBE	\$16,540.00	16-055	\$2,473,526.43	\$2,437,286.43	\$36,240.00	\$526,473.57	\$0.00	0.00%
10/21/16	16418	Eagle Academy - waterproofing	Robling	SBE	\$52,500.00	16-056	\$2,526,026.43	\$2,437,286.43	\$88,740.00	\$473,973.57	\$52,500.00	100.00%
10/17/16	16442	Gardens Branch Library - revised roof hatch	All-Site	SBE	\$5,848.00	16-057	\$2,531,874.43	\$2,437,286.43	\$94,588.00	\$468,125.57	\$2,150.00	36.76%
11/07/16	16316A	WUD Belle Glade - Control Bldg - renovate meeting room - Add'l Work	Schmidt	SBE	\$6,064.71	17-001	\$2,537,939.14	\$2,437,286.43	\$100,652.71	\$462,060.86	\$6,064.71	100.00%
11/07/16	16451A	Okeeheelee Nature Center - repair wood deck - Add'l Work	Andrea	SBE	\$9,970.00	17-002	\$2,547,909.14	\$2,437,286.43	\$110,622.71	\$452,090.86	\$9,970.00	100.00%
11/07/16	16522	Dubois Park - replace existing RPZ backflow devices	ANZCO	SBE	\$10,920.00	17-003	\$2,558,829.14	\$2,437,286.43	\$121,542.71	\$441,170.86	\$4,225.00	38.69%
12/02/16	16503	GCC Parking Garage and MCCH Judge's Parking Garage - Replacement of	All-Site	SBE	\$6,673.00	17-004	\$2,565,502.14	\$2,437,286.43	\$128,215.71	\$434,497.86	\$2,030.00	30.42%
11/07/16	16342	Fire Rescue Training Grounds - Retention area erosion repairs	Andrea	SBE	\$34,550.00	17-005	\$2,600,052.14	\$2,437,286.43	\$162,765.71	\$399,947.86	\$11,680.00	33.81%
11/07/16	16314	WUD Belle Glade - HVAC Replacement	Andrea	SBE	\$173,666.00	17-006	\$2,773,718.14	\$2,437,286.43	\$336,431.71	\$226,281.86	\$40,950.00	23.58%
11/14/16	13896	DES property hurricane protection (769 Imperial Lake Road, WPB)	Andrea	SBE	\$460.00	17-007	\$2,774,178.14	\$2,437,286.43	\$336,891.71	\$225,821.86	\$460.00	100.00%
12/02/16	11483.06	GCC 6th floor - install new monitors - add'l work	Schmidt	SBE	\$3,875.00	17-008	\$2,778,053.14	\$2,437,286.43	\$340,766.71	\$221,946.86	\$3,875.00	100.00%
12/09/16	16486	PBIA Main Terminal - removal & disposal of two vertical platform lifts	Andrea	SBE	\$18,440.00	17-009	\$2,796,493.14	\$2,437,286.43	\$359,206.71	\$203,506.86	\$18,440.00	100.00%
12/02/16	16354	South County Civic Center - lobby door replacement	ANZCO	SBE	\$52,200.00	17-010	\$2,848,693.14	\$2,437,286.43	\$411,406.71	\$151,306.86	\$26,100.00	50.00%
12/08/16	15354.01	Palm Tran Intermodal bus depot - walkway repairs	Andrea	SBE	\$29,430.00	17-011	\$2,878,123.14	\$2,437,286.43	\$440,836.71	\$121,876.86	\$9,450.00	32.11%
12/17/16	16496	PBSO Forensic Division - shelf	Andrea	SBE	\$2,260.00	17-012	\$2,880,383.14	\$2,437,286.43	\$443,096.71	\$119,616.86	\$2,260.00	100.00%
12/17/16	16402.01	Public Defender - new door, aiphone and card access installation	ANZCO	SBE	\$22,440.00	17-013	\$2,902,823.14	\$2,437,286.43	\$465,536.71	\$97,176.86	\$9,044.00	40.30%
12/17/16	16350	PBIA Terminal "C" Breezeway and Terminal Bldg - repair vehicle damage	Andrea	SBE	\$38,750.00	17-014	\$2,941,573.14	\$2,437,286.43	\$504,286.71	\$58,426.86	\$19,580.00	50.53%
12/21/16	16340	Mounts Main Bldg - new exterior windows, doors & storefronts	All-Site	SBE	\$37,720.00	17-015	\$2,979,293.14	\$2,437,286.43	\$542,006.71	\$20,706.86	\$9,550.00	25.32%
01/18/17	16321A	WUD CROC Bldg 5 - replace truck wash - add'l work	Robling	SBE	\$687.94	17-016	\$2,979,981.08	\$2,437,286.43	\$542,694.65	\$20,018.92	\$0.00	0.00%
01/10/17					Carry over from original contract		\$5,266,475.09			\$20,018.92		
					Amendment # 3 - expires 02/02/18		\$5,312,225.09			\$3,000,000.00		
					Adjusted amount (Original Contract + Ammend #1 + Ammend #2 + Amendment #3)					\$3,020,018.92		
02/03/17	16303	PBIA Terminal - sliding glass door replacement - Phase 2	All-Site	SBE	\$175,712.00	17-017	\$3,155,693.08	\$2,979,981.08	\$175,712.00	\$2,844,306.92	\$175,712.00	100.00%
02/21/17	16304A	PBIA Station 81 - garage door replacement - add'l work	Schmidt	SBE	\$2,280.04	17-018	\$3,157,973.12	\$2,979,981.08	\$177,992.04	\$2,842,026.88	\$2,280.04	100.00%
02/03/17	16355A	Historical Courthouse - elevator cabs repair - add'l work	Andrea	SBE	\$2,285.00	17-019	\$3,160,258.12	\$2,979,981.08	\$180,277.04	\$2,839,741.88	\$2,285.00	100.00%
01/30/17	15418.03A	PBC Convention Center Porte-cochere - drains & roof replacement	Andrea	SBE	\$4,240.00	17-020	\$3,164,498.12	\$2,979,981.08	\$184,517.04	\$2,835,501.88	\$201.50	4.75%
02/21/17	16352	WUD WTP #9 - roof repairs and exhaust fan replacement	ANZCO	SBE	\$84,900.00	17-021	\$3,249,398.12	\$2,979,981.08	\$269,417.04	\$2,750,601.88	\$33,960.00	40.00%
02/21/17	13791	Special Care Unit - installation of secondary bracing	Andrea	SBE	\$1,400.00	17-022	\$3,250,798.12	\$2,979,981.08	\$270,817.04	\$2,749,201.88	\$66.00	4.71%
02/21/17	15396.01A	Peanut Island - new modular building	Schmidt	SBE	\$1,577.62	17-023	\$3,252,375.74	\$2,979,981.08	\$272,394.66	\$2,747,624.26	\$1,577.62	100.00%
02/21/17	15457.01	Highridge Family Center - security enhancements	ANZCO	SBE	\$54,750.00	17-024	\$3,307,125.74	\$2,979,981.08	\$327,144.66	\$2,692,874.26	\$34,750.00	63.47%
02/25/17	16445	Medical Examiners' (ME) Office - camera and fence installation	All-Site	SBE	\$21,360.00	17-025	\$3,328,485.74	\$2,979,981.08	\$348,504.66	\$2,671,514.26	\$21,360.00	100.00%
02/14/17	16516	Highridge Family Center - ball field improvements	Schmidt	SBE	\$52,220.00	17-026	\$3,380,705.74	\$2,979,981.08	\$400,724.66	\$2,619,294.26	\$52,220.00	100.00%
03/10/17	16465A	Palm Tran North - slab improvements - add'l work	Andrea	SBE	\$5,850.00	17-027	\$3,386,555.74	\$2,979,981.08	\$406,574.66	\$2,613,444.26	\$4,350.00	74.36%



# Annual Contract - Minor 2018: Control Sheet

## All Contractors

### Dollar Commitments, Renewals, and Expirations

#### Procurement Project Implementation Group

PROJECT INFORMATION							DOLLARS					
W.O.	PROJECT	PROJECT		SBE or	W.O.	W.O.	\$ COMMITMENTS			\$ CAPACITY		
Approval	NUMBER	NAME	G.C.	EBO	AMOUNT	#	TO-DATE	AT RENEWAL	THIS TERM	REMAINING	\$SBE	%SBE
DATE											Work Order	Work Order
FYXX - Xst QUARTER												
03/10/17	16465B	Palm Tran North - slab improvements - add'l work	Andrea	SBE	\$3,360.00	17-028	\$3,389,915.74	\$2,979,981.08	\$409,934.66	\$2,610,064.26	\$3,360.00	100.00%
03/31/17	16385	Palm Tran West - asphalt repairs various locations	All-Site	SBE	\$68,065.00	17-029	\$3,457,980.74	\$2,979,981.08	\$477,999.66	\$2,542,019.26	\$68,065.00	100.00%
03/31/17	15418.03B	PBC Convention Center porte-cochere - drains & roof replacement - add'l work	Andrea	SBE	\$3,616.00	17-030	\$3,461,596.74	\$2,979,981.08	\$481,615.66	\$2,538,403.26	\$171.00	4.73%
04/17/17	16336A	810 Datura Community Services Bldg - waterproofing	ANZCO	SBE	\$13,400.00	17-031	\$3,474,996.74	\$2,979,981.08	\$495,015.66	\$2,525,003.26	\$6,700.00	50.00%
04/20/17	15460.01	Ocean Inlet Park - new drain field	ANZCO	SBE	\$147,900.00	17-032	\$3,622,896.74	\$2,979,981.08	\$642,915.66	\$2,377,103.26	\$58,800.00	39.76%
05/11/17	17431	Secure property - 22725 Camino Del Mar, Boca Raton	RDP	SBE	\$2,519.00	17-033	\$3,625,415.74	\$2,979,981.08	\$645,434.66	\$2,374,584.26	\$0.00	0.00%
04/24/17	16325A	WUD WTP #8 - door replacement	ANZCO	SBE	\$7,665.40	17-034	\$3,633,081.14	\$2,979,981.08	\$653,100.06	\$2,366,918.86	\$7,665.40	100.00%
05/01/17	17330	Carlin Park Seabreeze Amphitheater - replace DCD backflow	Schmidt	SBE	\$13,550.00	17-035	\$3,646,631.14	\$2,979,981.08	\$666,650.06	\$2,353,368.86	\$3,658.50	27.00%
05/31/17	17337	Mid-Western Service Center - add workstations	Andrea	SBE	\$13,500.00	17-036	\$3,660,131.14	\$2,979,981.08	\$680,150.06	\$2,339,868.86	\$13,500.00	100.00%
05/31/17	14469	Palm Tran North fuel island - relocate air compressor	Andrea	SBE	\$2,750.00	17-037	\$3,662,881.14	\$2,979,981.08	\$682,900.06	\$2,337,118.86	\$1,750.00	63.64%
06/07/17	16514	Animal Care & Control - bathroom renovation	Andrea	SBE	\$69,500.00	17-038	\$3,732,381.14	\$2,979,981.08	\$752,400.06	\$2,267,618.86	\$69,500.00	100.00%
06/08/17	17449	EOC - install bollards	McTeague	SBE	\$6,900.00	17-039	\$3,739,281.14	\$2,979,981.08	\$759,300.06	\$2,260,718.86	\$0.00	0.00%
06/29/17	13791C	Special Care Unit - installation of secondary bracing for Hurricane Matthew &	Andrea	SBE	\$11,700.00	17-040	\$3,750,981.14	\$2,979,981.08	\$771,000.06	\$2,249,018.86	\$11,700.00	100.00%
06/22/17	17450	Kreusler Park - beach access improvements	McTeague	SBE	\$48,300.00	17-041	\$3,799,281.14	\$2,979,981.08	\$819,300.06	\$2,200,718.86	\$0.00	0.00%
08/13/17	16504	Animal Care & Control - repair and reseal parking lot	All-Site	SBE	\$14,813.00	17-042	\$3,814,094.14	\$2,979,981.08	\$834,113.06	\$2,185,905.86	\$14,813.00	100.00%
08/14/17	16505	Clayton Hutcheson Agriculture Complex - repair asphalt parking lot	RDP	SBE	\$25,792.00	17-043	\$3,839,886.14	\$2,979,981.08	\$859,905.06	\$2,160,113.86	\$6,196.00	24.02%
08/21/17	17481	Fire Rescue Training Center - downspout repair	Dcota	SBE	\$8,500.00	17-044	\$3,848,386.14	\$2,979,981.08	\$868,405.06	\$2,151,613.86	\$8,500.00	100.00%
08/25/17	15372	EOC parking - replace security equipment	RJS	SBE	\$33,297.00	17-045	\$3,881,683.14	\$2,979,981.08	\$901,702.06	\$2,118,316.86	\$9,989.10	30.00%
09/21/17	17372	Mounts Botanical Gardens - new sidewalk	Andrea	SBE	\$13,500.00	17-046	\$3,895,183.14	\$2,979,981.08	\$915,202.06	\$2,104,816.86	\$13,500.00	100.00%
09/02/17	16336B	810 Datura Street Community Svcs - exterior repairs	ANZCO	SBE	\$76,882.45	17-047	\$3,972,065.59	\$2,979,981.08	\$992,084.51	\$2,027,934.41	\$3,390.81	4.41%
09/06/17	17312	Special Care Unit (SCU) - modification and installation of secondary bracing	Andrea	SBE	\$11,700.00	17-048	\$3,983,765.59	\$2,979,981.08	\$1,003,784.51	\$2,016,234.41	\$11,700.00	100.00%
09/18/17	17444	Palm Tran Intermodal - replace sidewalk	Andrea	SBE	\$22,240.00	17-049	\$4,006,005.59	\$2,979,981.08	\$1,026,024.51	\$1,993,994.41	\$19,340.00	86.96%
10/19/17	17349	Fire Rescue HQ - weatherproofing	RJS	SBE	\$79,770.00	17-050	\$4,085,775.59	\$2,979,981.08	\$1,105,794.51	\$1,914,224.41	\$23,931.00	30.00%
10/31/17	17574	Tower at 2916 State Road 15, Belle Glade	Andrea	SBE	\$5,059.25	18-001	\$4,090,834.84	\$2,979,981.08	\$1,110,853.76	\$1,909,165.16	\$2,677.25	52.92%
10/31/17	17496	Fairchild Avenue - sidewalk repair	Andrea	SBE	\$9,340.00	18-002	\$4,100,174.84	\$2,979,981.08	\$1,120,193.76	\$1,899,825.16	\$9,340.00	100.00%
11/08/17	18306	Park Ridge Golf Course - drain line repair	Andrea	SBE	\$1,000.00	18-003	\$4,101,174.84	\$2,979,981.08	\$1,121,193.76	\$1,898,825.16	\$1,000.00	100.00%
12/04/17	17473	Fire Rescue HQ/PBSO Driving Range - modify restroom doors	All-Site	SBE	\$2,700.00	18-004	\$4,103,874.84	\$2,979,981.08	\$1,123,893.76	\$1,896,125.16	\$2,700.00	100.00%
11/27/17	16330	JPP PBSO Bike Unit / Trades Crew Chief Bldg - HVAC replacement	Cooper	SBE	\$130,419.00	18-005	\$4,234,293.84	\$2,979,981.08	\$1,254,312.76	\$1,765,706.16	\$45,127.38	34.60%
01/04/18	17376	PBIA Fuel Island - canopy repairs	Andrea	SBE	\$51,740.00	18-006	\$4,286,033.84	\$2,979,981.08	\$1,306,052.76	\$1,713,966.16	\$29,740.00	57.48%
01/09/18	17533	WUD SROC generator pavilion - repair vehicle damage	Andrea	SBE	\$36,470.00	18-007	\$4,322,503.84	\$2,979,981.08	\$1,342,522.76	\$1,677,496.16	\$17,770.00	48.72%
01/12/18	18375	Park Ridge Golf Course - canopy repair	Andrea	SBE	\$6,544.60	18-008	\$4,329,048.44	\$2,979,981.08	\$1,349,067.36	\$1,670,951.56	\$6,544.60	100.00%
01/09/18	18373	4580 Discovery Lane, Unit 22, WPB	Andrea	SBE	\$605.00	18-009	\$4,329,653.44	\$2,979,981.08	\$1,349,672.36	\$1,670,346.56	\$255.00	42.15%
02/21/18	17458	PBSO Shooting Range - sidewalk repair	Andrea	SBE	\$63,340.00	18-010	\$4,392,993.44	\$2,979,981.08	\$1,413,012.36	\$1,607,006.56	\$63,340.00	100.00%
01/23/18	17441	Snelgrove Way containment wall - weatherproofing	RJS	SBE	\$87,700.00	18-011	\$4,480,693.44	\$2,979,981.08	\$1,500,712.36	\$1,519,306.56	\$21,925.00	25.00%
02/21/18	17444A	Palm Tran Intermodal - replace sidewalk - add'l sidewalk painting	Andrea	SBE	\$1,815.00	18-012	\$4,482,508.44	\$2,979,981.08	\$1,502,527.36	\$1,517,491.56	\$165.00	9.09%
01/30/18	18367	GCC - replace sidewalk bollards	ANZCO	SBE	\$14,500.00	18-013	\$4,497,008.44	\$2,979,981.08	\$1,517,027.36	\$1,502,991.56	\$14,500.00	100.00%
02/13/18	17489	John Prince Park Special Events - water distribution system	Andrea	SBE	\$28,450.00	18-014	\$4,525,458.44	\$2,979,981.08	\$1,545,477.36	\$1,474,541.56	\$13,450.00	47.28%
02/26/18	17419	PBIA - replace lake fountains	Schmidt	SBE	\$107,490.00	18-015	\$4,632,948.44	\$2,979,981.08	\$1,652,967.36	\$1,367,051.56	\$107,490.00	100.00%
02/26/18	17541	EOC - re-key facility	Andrea	SBE	\$59,440.00	18-016	\$4,692,388.44	\$2,979,981.08	\$1,712,407.36	\$1,307,611.56	\$59,440.00	100.00%
CANCELLED	17454	MCCH, SAPD and Historic Courthouse - bronze restoration	Cooper	SBE	\$0.00	18-017	\$4,692,388.44	\$2,979,981.08	\$1,712,407.36	\$1,307,611.56	\$0.00	#DIV/0!
02/21/18	16504A	Animal Care & Control - repair and reseal parking lot - add'l work	All-Site	SBE	\$19,860.00	18-018	\$4,712,248.44	\$2,979,981.08	\$1,732,267.36	\$1,287,751.56	\$19,860.00	100.00%

# Annual Contract - Minor 2018: Control Sheet

## All Contractors

### Dollar Commitments, Renewals, and Expirations

#### Procurement Project Implementation Group

PROJECT INFORMATION							DOLLARS				
W.O.	PROJECT	PROJECT		SBE or	W.O.	W.O.	\$ COMMITMENTS			\$ CAPACITY	
Approval	NUMBER	NAME	G.C.	EBO	AMOUNT	#	TO-DATE	AT RENEWAL	THIS TERM	REMAINING	%SBE
DATE											Work Order
FYXX - Xst QUARTER											
02/03/18		Carry over from original contract			\$1,322,332.70		\$4,712,248.44			\$1,287,751.56	
		Amendment # 4 - expires 02/02/19			\$1,374,552.70					\$3,000,000.00	
		Adjusted amount (Original Contract + Amend #1 + Amend #2 + Amerid #3+Amend #4)					\$4,712,248.44			\$4,287,751.56	
02/23/18	17454A	MCCH, SAPD and Historic Courthouse - bronze restoration	Cooper	SBE	\$26,233.00	18-019	\$4,738,481.44	\$4,712,248.44	\$26,233.00	\$4,261,518.56	\$7,082.01 27.00%
03/16/18	17542	John Prince Park Campground - mobile home replacement	Andrea	SBE	\$128,950.00	18-020	\$4,867,431.44	\$4,712,248.44	\$155,183.00	\$4,132,568.56	\$47,030.00 36.47%
03/16/18	17538	Glades Pioneer Park - mobile home replacement	Schmidt	SBE	\$128,200.00	18-021	\$4,995,631.44	\$4,712,248.44	\$283,383.00	\$4,004,368.56	\$128,200.00 100.00%
03/23/18	18415	Dubois Park - Ocean Rescue boat lift	Schmidt	SBE	\$11,960.00	18-022	\$5,007,591.44	\$4,712,248.44	\$295,343.00	\$3,992,408.56	\$11,960.00 100.00%
04/03/18	18328	Park Ridge Golf Maintenance - overhead door replacement	Randolph	SBE	\$14,670.00	18-023	\$5,022,261.44	\$4,712,248.44	\$310,013.00	\$3,977,738.56	\$14,670.00 100.00%
04/05/18	17503	Animal Care & Control - clean out cover fabrication	Andrea	SBE	\$3,760.00	18-024	\$5,026,021.44	\$4,712,248.44	\$313,773.00	\$3,973,978.56	\$3,760.00 100.00%
04/03/18	16487	PZB Plan Intake renovations	Schmidt	SBE	\$18,350.00	18-025	\$5,044,371.44	\$4,712,248.44	\$332,123.00	\$3,955,628.56	\$16,515.00 90.00%
04/14/18	17361	WUD WTP #8 Generator Bldg - shell repairs and new HVAC unit	Andrea	SBE	\$31,400.00	18-026	\$5,075,771.44	\$4,712,248.44	\$363,523.00	\$3,924,228.56	\$27,400.00 87.26%
04/20/18	18304	Graphics - electrical services upgrades	All-Site	SBE	\$20,585.00	18-027	\$5,096,356.44	\$4,712,248.44	\$384,108.00	\$3,903,643.56	\$20,585.00 100.00%
04/20/18	18457	MCCH - new plaques for Juvenile and Criminal Courthouses	Cooper	SBE	\$10,808.00	18-028	\$5,107,164.44	\$4,712,248.44	\$394,916.00	\$3,892,835.56	\$1,621.20 15.00%
04/25/18	17376A	PBIA fuel Island - canopy repairs - add'l work	Andrea	SBE	\$3,649.80	18-029	\$5,110,814.24	\$4,712,248.44	\$398,565.80	\$3,889,185.76	\$173.80 4.76%
04/30/18	17417	PBSO Station 55, Bldg 1517 - replace sub-floor and vinyl flooring	Andrea	SBE	\$3,640.00	18-030	\$5,114,454.24	\$4,712,248.44	\$402,205.80	\$3,885,545.76	\$3,640.00 100.00%
04/30/18	18380A	MCCH - repair decorative metal on roof of MCCH	Andrea	SBE	\$3,750.00	18-031	\$5,118,204.24	\$4,712,248.44	\$405,955.80	\$3,881,795.76	\$3,750.00 100.00%
05/13/18	17548	Haverhill Park - new basketball courts	ANZCO	SBE	\$194,975.00	18-032	\$5,313,179.24	\$4,712,248.44	\$600,930.80	\$3,686,820.76	\$87,740.00 45.00%
06/10/18	18322	HES - secure reception lobby; OIG installation of security door in lobby	Schmidt	SBE	\$48,955.00	18-033	\$5,362,134.24	\$4,712,248.44	\$649,885.80	\$3,637,865.76	\$48,955.00 100.00%
05/25/18	18326	Peanut Island - addition to existing maintenance garage	Andrea	SBE	\$41,500.00	18-034	\$5,403,634.24	\$4,712,248.44	\$691,385.80	\$3,596,365.76	\$36,000.00 86.75%
5/24/18/BCC	18399	FS 28 & 37 Garage Door Replacement	Schmidt	SBE	\$432,940.65	18-035	\$5,836,574.89	\$4,712,248.44	\$1,124,326.45	\$3,163,425.11	\$64,941.10 15.00%
05/25/18	18327	Gulfstream Park Lifeguard House - structural repairs	Andrea	SBE	\$19,730.00	18-036	\$5,856,304.89	\$4,712,248.44	\$1,144,056.45	\$3,143,695.11	\$19,730.00 100.00%
05/25/18	18379A	West Detention Center (WDC) - door replacement	Andrea	SBE	\$3,440.00	18-037	\$5,859,744.89	\$4,712,248.44	\$1,147,496.45	\$3,140,255.11	\$3,440.00 100.00%
05/30/18	18381	JPP Golf Learning Center - water heater installation	All-Site	SBE	\$6,972.00	18-038	\$5,866,716.89	\$4,712,248.44	\$1,154,468.45	\$3,133,283.11	\$3,974.04 57.00%
05/30/18	16462	JPP Carpenter Shop - stucco repair	Andrea	SBE	\$97,500.00	18-039	\$5,964,216.89	\$4,712,248.44	\$1,251,968.45	\$3,035,783.11	\$97,500.00 100.00%
05/30/18	16487A	PZB Plan Intake renovations - add'l work	Schmidt	SBE	\$3,271.39	18-040	\$5,967,488.28	\$4,712,248.44	\$1,255,239.84	\$3,032,511.72	\$3,271.39 100.00%
06/26/18	18420	Vista Center 3rd floor - install new vision lights	Andrea	SBE	\$3,275.00	18-041	\$5,970,763.28	\$4,712,248.44	\$1,258,514.84	\$3,029,236.72	\$3,275.00 100.00%
06/26/18	18471	Greenacres Library - irrigation well replacement	Schmidt	SBE	\$7,385.00	18-042	\$5,978,148.28	\$4,712,248.44	\$1,265,899.84	\$3,021,851.72	\$2,215.50 30.00%
07/10/18	17410	PBIA Concourse "C" - replace missing fire-proofing material	All-Site	SBE	\$169,312.00	18-043	\$6,147,460.28	\$4,712,248.44	\$1,435,211.84	\$2,852,539.72	\$51,072.00 30.16%
06/26/18	18396	Palm Tran Intermodal - restroom upgrades	ANZCO	SBE	\$51,250.00	18-044	\$6,198,710.28	\$4,712,248.44	\$1,486,461.84	\$2,801,289.72	\$12,800.00 24.98%
07/06/18	18362	Westgate Community Center - replace storefront entrances	Schmidt	SBE	\$49,450.00	18-045	\$6,248,160.28	\$4,712,248.44	\$1,535,911.84	\$2,751,839.72	\$49,450.00 100.00%
07/10/18	16336C	810 Datura Street - weatherproofing	ANZCO	SBE	\$3,690.00	18-046	\$6,251,850.28	\$4,712,248.44	\$1,539,601.84	\$2,748,149.72	\$1,890.00 51.22%
07/30/18	18449	Mid-Western Service Center - replace backflow preventer	Andrea	SBE	\$13,500.00	18-047	\$6,265,350.28	\$4,712,248.44	\$1,553,101.84	\$2,734,649.72	\$4,700.00 34.81%
08/20/18	17361A	WUD WTP #8 Generator Bldg - shell repairs and new HVAC unit - add'l work	Andrea	SBE	\$19,335.00	18-048	\$6,284,685.28	\$4,712,248.44	\$1,572,436.84	\$2,715,314.72	\$19,335.00 100.00%
08/13/18	17419A	PBIA - replace lake fountains (reimbursement)	Schmidt	SBE	\$3,225.00	18-049	\$6,287,910.28	\$4,712,248.44	\$1,575,661.84	\$2,712,089.72	\$3,225.00 100.00%
07/30/18	18547	NCGC - new public entrance for Tax Collector	Schmidt	SBE	\$25,230.00	18-050	\$6,313,140.28	\$4,712,248.44	\$1,600,891.84	\$2,686,859.72	\$25,230.00 100.00%
07/30/18	18547A	NCGC - new public entrance for Tax Collector - interior work	Schmidt	SBE	\$39,856.00	18-051	\$6,352,996.28	\$4,712,248.44	\$1,640,747.84	\$2,647,003.72	\$39,856.00 100.00%
08/21/18	18524	Fire Rescue St 28 - hurricane hardening	Schmidt	SBE	\$93,220.00	18-052	\$6,446,216.28	\$4,712,248.44	\$1,733,967.84	\$2,553,783.72	\$93,220.00 100.00%
08/13/18	18396A	Palm Tran Intermodal - restroom upgrades - add'l work	ANZCO	SBE	\$1,516.72	18-053	\$6,447,733.00	\$4,712,248.44	\$1,735,484.56	\$2,552,267.00	\$72.22 4.76%
8/1/2018 to be	14327A	OSC VMF Fleet/Fire Rescue - replace air compressors - add'l work - liq. Dam	All-Site	SBE	-\$1,248.00	18-054	\$6,446,485.00	\$4,712,248.44	\$1,734,236.56	\$2,553,515.00	-\$1,248.00 100.00%
08/21/18	17504	Okeeheelee Golf Course - new starter station	Schmidt	SBE	\$81,925.00	18-056	\$6,528,410.00	\$4,712,248.44	\$1,816,161.56	\$2,471,590.00	\$74,551.75 91.00%
09/10/18	16504B	Animal Care & Control - asphalt repair - add'l work	All-Site	SBE	\$4,000.00	18-057	\$6,532,410.00	\$4,712,248.44	\$1,820,161.56	\$2,467,590.00	\$4,000.00 100.00%
09/06/18	16402.02	Public Defender - new door, aiphone and card access installation addt'l	ANZCO	SBE	\$4,346.26	18-058	\$6,536,756.26	\$4,712,248.44	\$1,824,507.82	\$2,463,243.74	\$646.96 14.89%

# Annual Contract - Minor 2018: Control Sheet

## All Contractors

### Dollar Commitments, Renewals, and Expirations

#### Procurement Project Implementation Group

PROJECT INFORMATION							DOLLARS					
W.O.	PROJECT NUMBER	PROJECT NAME	G.C.	SBE or EBO	W.O. AMOUNT	W.O. #	\$ COMMITMENTS			\$ CAPACITY	%SBE	
Approval DATE							TO-DATE	AT RENEWAL	THIS TERM	REMAINING		\$SBE Work Order
FYXX - Xst QUARTER												
09/06/18	18446	Palm Tran North - clearstory stucco and roof repairs	Andrea	SBE	\$77,440.00	18-059	\$6,614,196.26	\$4,712,248.44	\$1,901,947.82	\$2,385,803.74	\$77,440.00	100.00%
09/18/18	18547C	NCGC - new public entrance for Tax Collector - parking lot repairs trip hazard	Schmidt	SBE	\$9,650.00	18-060	\$6,623,846.26	\$4,712,248.44	\$1,911,597.82	\$2,376,153.74	\$9,650.00	100.00%
09/10/18	18428	Animal Care & Control - lock and keying system upgrades	Andrea	SBE	\$43,570.00	18-062	\$6,667,416.26	\$4,712,248.44	\$1,955,167.82	\$2,332,583.74	\$43,570.00	100.00%
09/06/18	18320	Mosquito Control Field Office - floor repairs	Doota	SBE	\$25,100.00	18-063	\$6,692,516.26	\$4,712,248.44	\$1,980,267.82	\$2,307,483.74	\$25,100.00	100.00%
09/10/18	18513	North County Senior Center - epoxy patio flooring	Andrea	SBE	\$3,531.00	18-064	\$6,696,047.26	\$4,712,248.44	\$1,983,798.82	\$2,303,952.74	\$588.50	16.67%
09/10/18	18460	Animal Care & Control - chikee repairs	Andrea	SBE	\$32,750.00	18-065	\$6,728,797.26	\$4,712,248.44	\$2,016,548.82	\$2,271,202.74	\$32,750.00	100.00%
09/10/18	18552	Palm Tran West - main entrance gate replacement	Andrea	SBE	\$25,750.00	18-066	\$6,754,547.26	\$4,712,248.44	\$2,042,298.82	\$2,245,452.74	\$25,750.00	100.00%
09/10/18	18614	Airport Center 1 - EAP lobby window replacement	Schmidt	SBE	\$5,975.00	18-067	\$6,760,522.26	\$4,712,248.44	\$2,048,273.82	\$2,239,477.74	\$5,975.00	100.00%
10/03/18	17403	GCC and GCC garage parking - stairwell door replacement	Andrea	SBE	\$44,440.00	18-068	\$6,804,962.26	\$4,712,248.44	\$2,092,713.82	\$2,195,037.74	\$44,440.00	100.00%
10/03/18	16460	GCC - replace HVAC controls compressor and relocate dryer	Andrea	SBE	\$57,300.00	18-069	\$6,862,262.26	\$4,712,248.44	\$2,150,013.82	\$2,137,737.74	\$9,750.00	17.02%
10/10/18	18502	Fire Rescue St 68 - security fencing	Andrea	SBE	\$58,335.00	18-070	\$6,920,597.26	\$4,712,248.44	\$2,208,348.82	\$2,079,402.74	\$21,400.00	36.68%
10/03/18	18576	WTP #9, Membrane Bldg - installation of new roof drains	Robling	SBE	\$21,970.05	18-071	\$6,942,567.31	\$4,712,248.44	\$2,230,318.87	\$2,057,432.69	\$2,429.05	11.06%
10/25/18	18456F	Sheriff's substation - install new trench drain	Andrea	SBE	\$4,490.00	19-001	\$6,947,057.31	\$4,712,248.44	\$2,234,808.87	\$2,052,942.69	\$4,490.00	100.00%
10/16/18	18456B	PBSO substation - install new door at electric rm and repair water intrusion	Andrea	SBE	\$10,725.00	19-002	\$6,957,782.31	\$4,712,248.44	\$2,245,533.87	\$2,042,217.69	\$10,725.00	100.00%
10/25/18	18581	JPP Administration - AHU #3 blower replacement	Andrea	SBE	\$22,400.00	19-003	\$6,980,182.31	\$4,712,248.44	\$2,267,933.87	\$2,019,817.69	\$14,200.00	63.39%
10/17/18	18541	NCGC - lobby roof drain	Schmidt	SBE	\$12,789.00	19-004	\$6,992,971.31	\$4,712,248.44	\$2,280,722.87	\$2,007,028.69	\$12,789.00	100.00%
10/25/18	18326A	Peanut Island - Zoning Dept required survey	Andrea	SBE	\$3,854.00	19-005	\$6,996,825.31	\$4,712,248.44	\$2,284,576.87	\$2,003,174.69	\$184.00	4.77%
11/11/18	18423	Mounts Gift Shop - replace restroom door	Andrea	SBE	\$2,940.00	19-007	\$6,999,765.31	\$4,712,248.44	\$2,287,516.87	\$2,000,234.69	\$2,940.00	100.00%
10/23/18	18430A	Demolition - 3323 Belvedere Rd., Bldgs 505 and 506	All-Site	SBE	\$28,500.00	19-008	\$7,028,265.31	\$4,712,248.44	\$2,316,016.87	\$1,971,734.69	\$7,300.00	25.61%
11/11/18	18450	SCCH - rotunda repairs	Andrea	SBE	\$24,640.00	19-010	\$7,052,905.31	\$4,712,248.44	\$2,340,656.87	\$1,947,094.69	\$7,450.00	30.24%
11/04/18	18339	Mounts Building - replace pocket door	Andrea	SBE	\$7,370.00	19-011	\$7,060,275.31	\$4,712,248.44	\$2,348,026.87	\$1,939,724.69	\$7,370.00	100.00%
10/29/18	17373	EOC 911 Call Center - acoustical wall treatment	ANZCO	SBE	\$27,500.00	19-012	\$7,087,775.31	\$4,712,248.44	\$2,375,526.87	\$1,912,224.69	\$27,500.00	100.00%
11/11/18	18634A	SROC Work Shop Bldg - installation of additional fire sprinkler heads	Andrea	SBE	\$8,700.00	19-014	\$7,096,475.31	\$4,712,248.44	\$2,384,226.87	\$1,903,524.69	\$1,575.00	18.10%
10/29/18	17548A	Haverhill Park - new basketball courts - add'l work	ANZCO	SBE	\$13,768.31	19-015	\$7,110,243.62	\$4,712,248.44	\$2,397,995.18	\$1,889,756.38	\$9,358.31	67.97%
11/28/18	18591	Roger Dean Chevrolet Stadium - sinkhole repair and storm sewer eval	Carrick	SBE	\$16,313.00	19-016	\$7,126,556.62	\$4,712,248.44	\$2,414,308.18	\$1,873,443.38	\$0.00	0.00%
11/11/18	17314	Morikami Museum - glass door installation	All-Site	SBE	\$32,113.00	19-017	\$7,158,669.62	\$4,712,248.44	\$2,446,421.18	\$1,841,330.38	\$16,494.00	51.36%
11/11/18	18446A	Palm Tran North - clearstory stucco and roof repairs - add'l work	Andrea	SBE	\$6,100.00	19-018	\$7,164,769.62	\$4,712,248.44	\$2,452,521.18	\$1,835,230.38	\$6,100.00	100.00%
11/28/18	18322A	HES and OIG - additional door	Schmidt	SBE	\$1,228.00	19-020	\$7,165,997.62	\$4,712,248.44	\$2,453,749.18	\$1,834,002.38	\$1,228.00	100.00%
12/10/18	17542A	JPP Campground - mobile home replacement - add'l work	Andrea	SBE	\$5,527.00	19-021	\$7,171,524.62	\$4,712,248.44	\$2,459,276.18	\$1,828,475.38	\$1,691.00	30.60%
11/29/18	18641	South County Regional Park Amphitheater - mold remediation	Robling	SBE	\$13,145.00	19-022	\$7,184,669.62	\$4,712,248.44	\$2,472,421.18	\$1,815,330.38	\$7,900.00	60.10%
12/28/18	19316	Drawbridge at Jupiter - replace back flow	Schmidt	SBE	\$2,425.00	19-024	\$7,187,094.62	\$4,712,248.44	\$2,474,846.18	\$1,812,905.38	\$727.50	30.00%
12/18/18	17482	South County Admin - remove fuel island canopy	Andrea	SBE	\$8,750.00	19-025	\$7,195,844.62	\$4,712,248.44	\$2,483,596.18	\$1,804,155.38	\$8,750.00	100.00%
12/31/18	18659	Phil Foster Park - lifeguard shower replacement	Schmidt	SBE	\$23,485.30	19-026	\$7,219,329.92	\$4,712,248.44	\$2,507,081.48	\$1,780,670.08	\$18,318.53	78.00%
12/18/18	18612	Lake Worth West Community Center - modular trailer repair	Andrea	SBE	\$5,460.00	19-027	\$7,224,789.92	\$4,712,248.44	\$2,512,541.48	\$1,775,210.08	\$2,250.00	41.21%
04/22/19	19318	Mounts Bldg - septic system replacement	Andrea	EBO	\$48,325.00	19-029	\$7,273,114.92	\$4,712,248.44	\$2,560,866.48	\$1,726,885.08	\$8,200.00	16.97%
01/22/19	18423A	Mounts Gift Shop - replace restroom door - add'l work	Andrea	SBE	\$630.00	19-032	\$7,273,744.92	\$4,712,248.44	\$2,561,496.48	\$1,726,255.08	\$630.00	100.00%
01/11/19	18591A	Roger Dean Chevrolet Stadium - storm sewer repair and evaluation - add'l work	Carrick	SBE	\$6,489.00	19-033	\$7,280,233.92	\$4,712,248.44	\$2,567,985.48	\$1,719,766.08	\$0.00	0.00%
04/13/19	18333	810 Datura Street - office modifications	All-Site	SBE	\$32,536.00	19-035	\$7,312,769.92	\$4,712,248.44	\$2,600,521.48	\$1,687,230.08	\$12,720.00	39.10%
04/09/19	18501	Juno Beach Pier - structural repairs	Andrea	SBE	\$72,330.00	19-036	\$7,385,099.92	\$4,712,248.44	\$2,672,851.48	\$1,614,900.08	\$72,330.00	100.00%
04/08/19	19302	PBSO Aviation repair hangar doors	Andrea	EBO	\$42,800.00	19-037	\$7,427,899.92	\$4,712,248.44	\$2,715,651.48	\$1,572,100.08	\$42,787.00	99.97%
04/16/19	18503	South County Courthouse - sun shade installation	Andrea	EBO	\$16,790.00	19-039	\$7,444,689.92	\$4,712,248.44	\$2,732,441.48	\$1,555,310.08	\$7,140.00	42.53%



## Procurement Project Implementation Group

4,313,816.05

## Annual Contract - Minor 2018: Control Sheet

## All Contractors

### **Dollar Commitments, Renewals, and Expirations**

## Procurement Project Implementation Group

PROJECT INFORMATION							DOLLARS					
W.O. Approval DATE	PROJECT NUMBER	PROJECT NAME	G.C.	SBE or EBO	W.O. AMOUNT	W.O. #	\$ COMMITMENTS			\$ CAPACITY	\$SBE	%SBE
							TO-DATE	AT RENEWAL	THIS TERM	REMAINING	Work Order	Work Order
FYXX - Xst QUARTER												
					TOTAL WORK ORDERS	TOTAL SBE WORK ORDERS	TOTAL EBO WORK ORDERS				TOTAL SBE \$	TOTAL SBE %
		Minor Construction Annual										
		All Site Totals	All-Site		\$1,152,801.75	\$979,970.75	\$172,831.00				\$619,877.29	53.77%
		Anatom Totals	ANATOM		\$47,541.75	\$47,541.75	\$0.00				\$21,375.00	44.96%
		Andrea Totals	Andrea		\$2,543,533.41	\$2,162,303.41	\$381,230.00				\$1,711,120.86	67.27%
		ANZCO Totals	ANZCO		\$1,362,691.58	\$1,362,691.58	\$0.00				\$563,520.72	41.35%
		Carrick Totals	Carrick		\$22,802.00	\$22,802.00	\$0.00				\$0.00	0.00%
		Cooper Totals	Cooper		\$167,460.00	\$167,460.00	\$0.00				\$53,830.59	32.15%
		DCOTA Totals	DCOTA		\$54,975.00	\$54,975.00	\$0.00				\$33,600.00	61.12%
		Green Building Totals	Green		\$0.00	\$0.00	\$0.00				\$0.00	
		Gulf Totals	Gulf		\$0.00	\$0.00	\$0.00				\$0.00	
		Hartnett Totals	Hartnett		\$0.00	\$0.00	\$0.00				\$0.00	
		JMW Totals	JMW		\$0.00	\$0.00	\$0.00				\$0.00	
		Joe Schmidt Totals	Schmidt		\$1,664,688.44	\$1,629,438.44	\$35,250.00				\$983,693.17	59.09%
		J Rawn Totals	J Rawn		\$42,972.00	\$42,972.00	\$0.00				\$15,093.27	35.12%
		KAST Totals	Kast		\$0.00	\$0.00	\$0.00				\$0.00	
		McTeague Totals	McTeague		\$55,200.00	\$55,200.00	\$0.00				\$0.00	0.00%
		Newbold Totals	Newbold		\$0.00	\$0.00	\$0.00				\$0.00	
		One Call Totals	One Call		\$0.00	\$0.00	\$0.00				\$0.00	
		Onicx Totals	Onicx		\$0.00	\$0.00	\$0.00				\$0.00	
		Randolph Totals	Randolph		\$14,670.00	\$14,670.00	\$0.00				\$14,670.00	100.00%
		RDP Totals	RDP		\$422,680.00	\$422,680.00	\$0.00				\$93,361.00	22.09%
		RJS Totals	RJS		\$200,767.00	\$200,767.00	\$0.00				\$55,845.10	27.82%
		Robling Totals	Robling		\$173,302.99	\$173,302.99	\$0.00				\$147,829.05	85.30%
		Thermal Concepts Total	Thermal		\$0.00	\$0.00	\$0.00				\$0.00	
		Triton Totals	Triton		\$0.00	\$0.00	\$0.00				\$0.00	
		Total			\$7,926,085.92	\$7,335,774.92	\$589,311.00				\$4,313,816.05	54.43%