

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2025 ☒ Consent ☐ Regular
Department: Palm Tran ☐ Ordinance ☐ Public Hearing

I. EXECUTIVE BRIEF

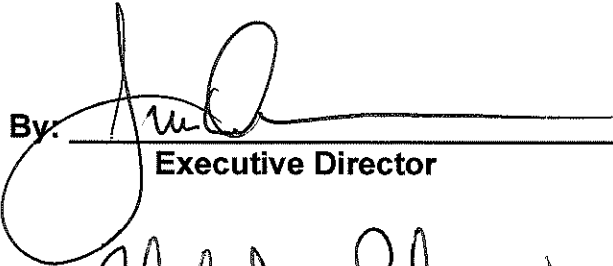
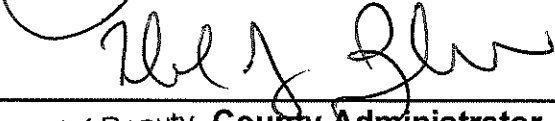
Motion and Title: Staff recommends motion to: approve a standard agreement between the Palm Beach Venture Philanthropy, Inc. (PBVP) and Palm Beach County, by and through its Board of County Commissioners, to provide for the installation of two (2) ADA accessible transit shelters along Tamarind Avenue and Grant Street in the City of West Palm Beach.

Summary: This partnership between Palm Beach County and the PBVP will lead to the installation of two (2) state-of-the-art transit shelters with amenities such as solar lighting, digital displays, and CCTV cameras. The PBVP will be responsible for installing the transit shelter materials and amenities provided by Palm Tran, purchased through contract F-23-010R/LI-1. This agreement will be of **no cost to the County**.

Background and Justification: Palm Beach Venture Philanthropy aims to create change by developing solutions and sourcing capital to address persistent socioeconomic challenges in Palm Beach County. Working in collaboration with its partners, PBVP leverages untapped resources to fund innovative community-driven solutions that address the most pressing needs of local neighborhoods, building upon the strengths of traditional philanthropy, creating additional paths for impact, and so much more.

Attachments:

- 1. Agreement for the Installation of Bus Shelters
- 2. Contract F-23-010R/LI-1

Recommended By:  9/22/25
Executive Director Date
Approved By:  10/1/25
Chief Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$0				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in the Current Budget? ☐ Yes ☒ No
Does this item include the use of federal funds? ☐ Yes ☒ No
Does this item include the use of state funds? ☐ Yes ☒ No

Budget Account No:
Fund Department Units Object RSRC

There is no fiscal impact with this item.

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

C. Departmental Fiscal Review: Barbara Miller for
Lyne Johnson, Director of Admin Services

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Jim Mante 9/23/2025
OFMB ARF 9/23

David Smith 9/25/25
Contract Dev. & Control 26 9.25.25

B. Legal Sufficiency

Assistant County Attorney 9/26/25
Assistant County Attorney

C. Other Department Review

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

AGREEMENT FOR THE INSTALLATION OF BUS STOP SHELTERS

This Contract is made as of _____, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the County, and the Quantum Foundation, through its wholly-owned subsidiary Palm Beach Venture Philanthropy, whose address is 500 Columbia Drive, Suite 101, West Palm Beach, FL 33407, a Florida not-for-profit corporation, authorized to do business in the State of Florida, hereinafter collectively referred to as the Agency, whose Federal I.D. is 99-4974838.

In consideration of the mutual promises contained herein, the County and the Agency agree as follows:

ARTICLE 1 – SERVICES

The Agency's responsibility under this Contract is to provide the installation of two (2) ADA accessible bus stop shelters (each a “Shelter Unit” and collectively, the “Shelter Units”) along Tamarind Avenue and Grant Street in the City of West Palm Beach in accordance with **Exhibit A**, Scope of Work, and all other Exhibits that are attached hereto and incorporated herein.

The County, as part of its countywide public transit system, Palm Tran, Inc. (hereinafter referred to as “Palm Tran”) will provide the necessary material and amenities to install the two (2) ADA accessible bus stop shelters.

The County's representative / liaison during the performance of this Contract shall be Ira Brewster, Palm Tran's Strategic Planning Manager, whose telephone number is 561-276-1259, or her designee.

The Agency's representative / liaison during the performance of this Contract shall be Raphael Clemente, Executive Director of the Quantum Foundation, whose telephone number is 561-832-7497, or his designee.

ARTICLE 2 – SCHEDULE

The Agency shall commence services on November 1, 2025, and complete all services by October 31, 2026.

ARTICLE 3 - PAYMENTS BY AGENCY

The Agency will be responsible for contracting with, and paying all costs related to a third party County approved vendor to install the Shelter Units at the agreed-upon locations.

ARTICLE 4 – TERMINATION

This Contract may be terminated by the Agency upon sixty (60) days' prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of this Contract through no fault of the Agency. It may also be terminated, in whole or in part,

this Contract through no fault of the Agency. It may also be terminated, in whole or in part, by the County, with cause upon five (5) business days' written notice to the Agency or without cause upon ten (10) business days' written notice to the Agency.

Unless the Agency is in breach of this Contract, the Agency shall complete all services rendered to the County's satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the County in writing, the Agency shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the County.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The Agency represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required under this Contract shall be performed by the Agency or under its supervision; and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Agency's key personnel, as may be listed in **Exhibit A**, must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

The Agency warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Agency's personnel (and all subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 6 - SUBCONTRACTING

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The Agency is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Agency shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 7 - FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Agency. The Agency shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Agency authorized to use the County's Tax Exemption Number in securing such materials.

The Agency shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - INSURANCE

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

- A. Commercial General Liability:** Agency shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, Agents, and Palm Tran, Inc." as Additional Insureds. A copy of the endorsement shall be provided to County upon request.

- B. Workers' Compensation Insurance & Employer's Liability:** Agency shall maintain Workers' Compensation & Employer's Liability in accordance with chapter 440, Florida Statutes, as may be amended.
- C. Professional Liability:** Agency shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Agency's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Agency warrants the Retroactive Date equals or precedes the effective

date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, Agency shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Contract term. The requirement to purchase a SERP shall not relieve the Agency of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. Waiver of Subrogation: Except where prohibited by law, Agency hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Agency shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Agency enter into such an agreement on a pre-loss basis.

E. Certificates of Insurance: On execution of this Contract, renewal, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Contract, the Agency shall deliver to the County or County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Contract have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners
c/o Palm Tran, Inc.
100 N. Congress Avenue
Delray Beach, FL 33445

F. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 10 - INDEMNIFICATION

Except in the event of acts or omissions by County, and except as to the equipment provided by County, Agency shall hold County harmless from and against all liabilities, obligations, claims, damages, judgments, costs, expenses (including, without limitation, reasonable attorneys' fees) and actions or proceedings asserted against County arising from or in connection with the occurrence or existence of any negligent act or omission of Agency or its agents, employees, or contractors. County and Palm Tran shall hold Agency harmless from and against all liabilities, obligations, claims,

damages, judgments, costs, expenses (including, without limitation, reasonable attorneys' fees) and actions or proceedings asserted against Agency arising from the ownership and operation of the Shelter Units after the handover date to Palm Tran. Notwithstanding the above, nothing contained in this Agreement shall be construed as a waiver of County's sovereign immunity except as set forth in Section 768.28, F.S. Agency agrees that any contractual liability of County under this Agreement will not exceed the limits set forth in Section 768.28, F.S. Moreover, nothing contained herein shall be construed as creating any personal liability on the part of any official, officer, director, agent or employee of the County, Palm Tran, Inc., or the Agency, nor shall it be construed as creating or giving any rights or benefits hereunder to any other person or entity. The County's and the Agency's obligations shall be strictly limited to those expressly set forth in this Agreement. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County, Palm Tran, Inc., or the Agency. The County and the Agency shall have no obligation to any individual or other entity, association, or group who is in any way associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon the County or the Agency.

This section shall survive termination or expiration of this Contract.

ARTICLE 11 - SUCCESSORS AND ASSIGNS; ASSIGNMENT

The County and the Agency each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

Except as above, neither the County nor the Agency shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 12 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

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

Except as to Palm Tran, Inc., no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the County, Palm Tran, Inc., and/or Agency.

ARTICLE 13 - CONFLICT OF INTEREST

The Agency represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The Agency further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Agency shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Agency's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Agency may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Agency. The County agrees to notify the Agency of its opinion by certified mail within thirty (30) days of receipt of notification by the Agency. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Agency, the County shall so state in the notification and the Agency shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Agency under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The Agency shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Agency or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the Agency's request, the County shall consider the facts and extent of any failure to perform the work and, if the Agency's failure to perform was without it or its subcontractors' fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - ARREARS

The Agency shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Agency further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Agency shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Contract.

To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Agency and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Contract for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The Agency is, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Agency's sole direction, supervision, and control. The Agency shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Agency's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

The Agency does not have the power or authority to bind the County in any promise, agreement or representation.

ARTICLE 18 - CONTINGENT FEES

The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

The Agency shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Agency's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 20 - NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Agency warrants and represents that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

As a condition of entering into this Contract, the Agency represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the Agency shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Agency retaliate against any person for reporting instances of such discrimination. The Agency 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 Agency understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company 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. Agency shall include this language in its subcontracts.

ARTICLE 21 - AUTHORITY TO PRACTICE

The Agency hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - PUBLIC ENTITY CRIMES

As provided in sections 287.132-133, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and Agencies who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 24 - MODIFICATIONS OF WORK

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Agency of the County's notification of a contemplated change, the Agency shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Agency's ability to meet the completion dates or schedules of this Contract.

If the County so instructs in writing, the Agency shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate a Contract amendment and the Agency shall not commence work on any such change until such written amendment is signed by the Agency and approved and executed on behalf of Palm Beach County.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Palm Tran, Inc.
Attn: Executive Director
100 North Congress Avenue
Delray Beach, FL 33445

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the Agency, notices shall be addressed to:

Palm Beach Venture Philanthropy, Inc.
Attn: Executive Director
500 Columbia Drive, Suite 101
West Palm Beach, FL 33407

ARTICLE 26 - ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Agency agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the "Modifications of Work" article of this Contract.

ARTICLE 27 - CRIMINAL HISTORY RECORDS CHECK

The Agency, Agency's employees, subcontractors of Agency and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as may be amended. The Agency is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Agency acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Agency(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Agency shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the County. If the Agency or its subcontractor(s) terminates an employee who has been issued a

badge, the Agency must notify the County within two (2) hours. At the time of termination, the Agency shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Agency if the Agency 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the County regarding a terminated Agency employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 28 - REGULATIONS; LICENSING REQUIREMENTS

The Agency shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Agency is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 29 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and agencies who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Agency is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the County.

B. When contract value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and agencies 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 section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Agency, 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 section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 30 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the Agency shall comply

with the requirements of section 119.0701, Florida Statutes, as may be amended. The Agency is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The Agency further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the Agency does not transfer the records to the public agency.
- D. Upon completion of the Contract, the Agency shall transfer, at no cost to the County, all public records in possession of the Agency unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Contract, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Agency keeps and maintains public records upon completion of the Contract, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically by the Agency must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

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

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

ARTICLE 31 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The County may execute the Contract through electronic or manual means. Agency shall execute by manual means only, unless the County provides otherwise.

ARTICLE 32 - E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

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

ARTICLE 33 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

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

ARTICLE 34 – HUMAN TRAFFICKING AFFIDAVIT

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the County; and Palm Beach Venture Philanthropy, Inc. by and through its Executive Director, has made and executed this Contract on behalf of the Agency.

ATTEST:

Clerk and Comptroller

PALM BEACH COUNTY, A
POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

By: _____
Maria Marino, Mayor

APPROVED AS TO TERMS AND
AND CONDITIONS

APPROVED AS TO
LEGAL SUFFICIENCY

By: 
Executive Director, Palm Tran

By: _____
County Attorney

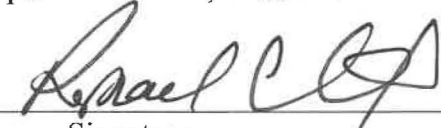
AGENCY:

PALM BEACH VENTURE PHILANTHROPY, INC.

WITNESS:


Raphael Clemente, Executive Director


Signature


Signature

Dominique DRUMMER
Name (type or print)

RAFAEL Clemente
Name (type or print)

Executive Director
Title

CONTRACT EXHIBIT B

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____

(Agency) and attest that Agency does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

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


(signature of officer or representative)

RAPHAEL Clements, Executive Director
(printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,
9th day of September 2025, by Deborah Diamond.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

EXHIBIT A SCOPE OF WORK

1. PURPOSE:

Palm Beach Venture Philanthropy, Inc. (**Agency**) shall install the shelter, materials and amenities provided by County/Palm Tran in furtherance of Agency's exempt purpose, including leveraging untapped resources to fund innovative community-driven solutions that address the most pressing needs of our neighborhoods, lessening neighborhood tensions through reducing poverty, improving racial harmony and alleviating community strife and discontent, all while lessening burdens of government.

2. AGENCY'S RESPONSIBILITIES

The Agency will be responsible for contracting with, providing project oversight, and paying all costs related to, a third-party County-approved vendor to set up two (2) bus stop Shelter Units at the agreed-upon locations. Agency shall select a vendor from a list of County authorized vendors for such activities. Such vendor activities include, but are not limited to: the preparation of the site, including any necessary excavation, grading, or leveling; the installation of the bus stop Shelter Units, including assembly and securing them to the prepared foundation; the connection of any necessary utilities, if required (e.g., lighting, electronic displays).

The Agency shall be responsible for obtaining all required permits for the installation of the Shelter Units.

3. LOCATIONS: Tamarind Avenue and Grant Street in the City of West Palm Beach.

4. COUNTY'S RESPONSIBILITIES:

The County will provide the necessary materials and amenities to install two (2) ADA accessible transit shelters along Tamarind Avenue and Grant Street in the City of West Palm Beach.

The County agrees to provide equipment for two (2) Level 5 Bus Shelters, consisting of 16' x 7' perforated aluminum shelters, solar lighting poles, real time digital displays, CCTV cameras, trash bins, and bicycle racks, and all miscellaneous hardware and materials required to install each such shelter (each a "Shelter Unit" and collectively, the "Shelter Units"). The estimated station architecture cost for each Shelter Unit and amenities is sixty thousand and fifteen dollars (\$60,015) and is covered under the Palm Trans Bus Shelter and Amenities Contract **F-23-010R/LI-1**. The cost to provide materials for this agreement will be of no cost to the County/Palm Tran.

The Shelter Units shall at all times be owned and operated by County/Palm Tran. The parties acknowledge and agree that upon handover of the installed Shelter Units by Agency to County/Palm Tran, Agency shall have no obligation related to the maintenance, upkeep, security or operations of the Shelter Units.

**CONTRACT FOR
Bus Stop Shelters and Amenities
(Contract No. F-23-010R/LI-1)**

This Contract No. F-23-010/LI-1 is made as of this ____ day of _____, 2024, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Urban Solar Inc., 1880 SW Merlo Drive, Beaverton, OR, 97003, a corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide Solar Lighting for bus stop shelters and amenities to Palm Tran, Inc., a not-for-profit corporation that operates the COUNTY's public transit system, hereinafter referred to as "Palm Tran," in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's proposal dated December 14, 2023, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Yash Nagal, PMP, Director of Transit Planning, telephone number (561) 841-4238 or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Eben Lindsey, President & CEO, telephone number 503-356-5516 or designee.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Solicitation; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Solicitation; (3) the federal award or funding document for this Solicitation; (4) Uniform Guidance (2 C.F.R. pt. 200); (5) Palm Beach County Code, Sections 2-51–2-58; (6) the provisions of the Contract, including Exhibit A; (7) the provisions of RFP No. F-23-010R/LI and all Amendments thereto, which are incorporated into and made a part of this Contract; (8) Exhibit B, CONTRACTOR's proposal dated December 14, 2023; and (9) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on September 1, 2024 and complete all services by August 31, 2026, with three (3) twelve (12) month options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Two Hundred Sixty-Eight Thousand Dollars and no cents (\$268,000.00).

The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONTRACTOR's proposal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service System which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

Signature of this Contract by the CONTRACTOR shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONTRACTOR's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

ARTICLE 7 - TERMINATION

- A. This Contract may be terminated by the CONTRACTOR upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR.
- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONTRACTOR or **without cause** upon ten (10) business days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid

for services rendered to the COUNTY's satisfaction through the date of termination.

- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONTRACTOR shall:
1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit __, (*fill in the blank*), CONTRACTOR's proposal, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Sections 2-371–2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal

justice information facilities ("CJI Facilities") as identified in Resolution R-2013-1470 and R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of COUNTY Code Sections 2-371–2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 10 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate to the CONTRACTOR upon request. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

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

ARTICLE 13 - INSURANCE REQUIREMENTS

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lynn Clavette, Interim Procurement Manager, until otherwise notified by the COUNTY.

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

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners" and "Palm Tran, Inc." as Additional Insureds. A copy of the endorsement shall be provided to COUNTY upon request.
- C. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the CONTRACTOR indicating either the CONTRACTOR does not own any vehicles, and if vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- D. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- E. **Cyber Liability/Technology Errors & Omissions:** CONTRACTOR shall maintain Technology Errors & Omissions, or equivalent insurance with coverage for cyber liability and security breach with a limit of liability not less than **\$1,000,000** per occurrence, and **\$2,000,000** per aggregate. For policies written on a "claims-made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form.
- F. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.
- G. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. The Certificate Holder shall read:
- Palm Beach County Board of County Commissioners
Insurance Compliance
PO Box 100085 – DX
Duluth, GA 30096
- H. **Umbrella or Excess Liability:** If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no

minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY and Palm Tran, Inc., as "Additional Insureds" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

- I. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

CONTRACTOR shall protect, defend, reimburse, indemnify and hold COUNTY and Palm Tran, Inc., their agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONTRACTOR.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 16 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Except as to Palm Tran, Inc., no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY, Palm Tran, Inc., and/or CONTRACTOR.

ARTICLE 17 - CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence, or appear to influence, the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - PERFORMANCE DURING EMERGENCIES/EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster,

hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall

survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY and/or Palm Tran, Inc. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY and/or Palm Tran, Inc., in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 22 - CONTINGENT FEE

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 23 - PUBLIC RECORDS, ACCESS AND AUDITS

- A. Any material submitted in response to this Request for Proposal is considered a public document in accordance with section 119.07, Florida Statutes. This includes material that the CONTRACTOR might consider to be confidential. All submitted information that the CONTRACTOR believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in sections 119.07 and 812.081) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.
- B. Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the CONTRACTOR: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes,** the CONTRACTOR shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time. The CONTRACTOR is specifically required to:

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

Failure of the CONTRACTOR to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS

THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401 OR VIA E-MAIL RECORDSREQUEST@PBCGOV.ORG OR VIA PHONE 561-355-6680.

ARTICLE 24 - NON-DISCRIMINATION

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

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in sections 287.132–133, Florida Statutes, 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 convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 28 - DISCRIMINATORY VENDOR LIST

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

ARTICLE 29 - SCRUTINIZED COMPANIES

- A. As provided in section 287.135, Florida Statutes, 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 section 215.4725, Florida Statutes. Pursuant to section 287.135(3)(b), Florida Statutes, if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.
- B. **When contract value is greater than \$1 million:** As provided in section 287.135, Florida Statutes, 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 section 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by 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 section 287.135, Florida Statutes. Said certification must also be submitted at the time of Contract renewal.

ARTICLE 30 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion

date; and (3) advise the COUNTY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed on behalf of Palm Beach County.

ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Palm Tran, Inc.
3201 Electronics Way
West Palm Beach, FL 33407

If sent to the CONTRACTOR, notices shall be addressed to:

Eben Lindsey, President & CEO
Urban Solar, Inc.
1880 SW Merlo Dr.
Beaverton, OR 97003

ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 30 - Modifications of Work.

ARTICLE 33 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONTRACTOR is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 34 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONTRACTOR shall execute by electronic or manual means only, unless the COUNTY provides otherwise.

ARTICLE 35 - E-VERIFY – EMPLOYMENT ELIGIBILITY

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

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

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

ARTICLE 36 - FEDERAL TERMS AND CONDITIONS

A. Equal Opportunity.

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

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

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

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

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

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers'

representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

B. Davis-Bacon Act.

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

(1) *Minimum wages.*

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland

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

(ii)

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the COUNTY do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the COUNTY shall refer the questions, including the views of all interested parties and the recommendation of the COUNTY, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the COUNTY or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs B(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) ***Withholding.*** The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to Davis-Bacon

prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the CONTRACTOR, sponsor, COUNTY, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.*

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

(ii)

(A) The CONTRACTOR shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the COUNTY, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out

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

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 C.F.R. § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under 29 C.F.R. § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph B(3)(ii)(B) of this section.

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

(iii) The CONTRACTOR or subcontractor shall make the records required under paragraph B(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, COUNTY, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(4) *Apprentices and trainees* -

(i) ***Apprentices.*** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its

program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(5) ***Compliance with Copeland Act requirements.*** The CONTRACTOR shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

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

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

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

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

(10) ***Certification of eligibility.***

(i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

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

1. **Overtime requirements.** No CONTRACTOR or SUBCONTRACTOR contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the CONTRACTOR and any SUBCONTRACTOR responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and SUBCONTRACTOR shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.
3. **Withholding for unpaid wages and liquidated damages.** The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or SUBCONTRACTOR under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or SUBCONTRACTOR for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2. of this section.
4. **Subcontracts.** The CONTRACTOR or SUBCONTRACTOR shall insert in any subcontracts the clauses set forth in paragraphs 1. through 6. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The CONTRACTOR shall be responsible for

compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 6. of this section.

5. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
6. Records to be maintained under this provision shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

D. Scientific Research and Development and Copyright and Patent Rights. If this Contract provides federal funds in support of scientific research and development, the CONTRACTOR must comply with the requirements of 37 C.F.R. pt. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

E. Clean Air Act and the Federal Water Pollution Control Act. If this Contract is in excess of \$150,000, the CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§ 7401–7671) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251–1387).

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

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

F. Debarment and Suspension (Certification Required – Appendix D). A completed "Certification Regarding Debarment and Suspension" (Appendix D) is required at time of response submission. Upon request, the CONTRACTOR agrees to provide the COUNTY with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The CONTRACTOR must comply with 2 C.F.R. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the COUNTY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, in addition to remedies available to the Federal Government serving as grantee and COUNTY as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The CONTRACTOR must comply with the requirements of 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to CONTRACTOR of this Certification completed by its suppliers, subcontractors and subconsultants.

G. Restrictions on Lobbying Certification – Only Applicable if Contract is in Excess of \$100,000 (Certification Required – Appendix C – Exhibit 2).

A completed "Restrictions on Lobbying Certification" (Appendix C Exhibit 2) is required at time of submission of proposal. Upon request, the successful proposer agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

CONTRACTORS who apply or bid for or receive an award of \$100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

H. Procurement of Recovered Materials (Applicable to Goods Valued Above \$10,000). In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

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

I. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (48 C.F.R. § 52.204-25)

1. *Definitions.* As used in this clause—

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

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

Covered telecommunications equipment or services means—

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- b. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

- c. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

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

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

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

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

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

2. *Prohibition*

- a. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The CONTRACTOR is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph 3. of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).
- b. Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

3. *Exceptions*. This clause does not prohibit CONTRACTORS from providing—

- a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

4. Reporting requirements

- a. In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a subcontractor at any tier or by any other source, the CONTRACTOR shall report the information in paragraph 4.b. of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the CONTRACTOR shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the CONTRACTOR shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

- b. The CONTRACTOR shall report the following information pursuant to paragraph 4.a. of this clause:

- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph 4.b.(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the CONTRACTOR shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- 5. *Subcontracts.* The CONTRACTOR shall insert the substance of this clause, including this paragraph 5. and excluding paragraph 2.b., in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

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

For purposes of this clause:

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

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

K. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

1. The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible pursuant 2 C.F.R. § 200.321(b)(1)-(5). The CONTRACTOR, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs a. through e. of this Section.
2. **AFFIRMATIVE STEPS** must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

L. Program Fraud and False or Fraudulent or Related Acts. The CONTRACTOR acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this Contract. (31 U.S.C. Chapter 38).

M. Criminal Law/False Claims Act. The False Claims Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from a CONTRACTOR or subcontractor under the contract. (31 U.S.C. §§ 3729–3733).

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

N. Compliance with Federal Laws. This Contract is being funded in whole or in part with federal funds awarded to the COUNTY by the U.S. Department of the Treasury. The CONTRACTOR shall comply with all applicable federal statutes, regulations, and executive orders. CONTRACTOR shall insert the substance of this clause in all subcontracts and other contractual instruments.

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

P. Mandatory Standards and Policies Relating to Energy Efficiency. CONTRACTOR is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) (42 U.S.C. § 6201).

Q. Federal Records Requirements.

1. The CONTRACTOR shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The COUNTY shall have access to such records as required in this Section for

the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business. Exceptions include:

- a. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b. When the COUNTY has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
- c. Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
- d. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the COUNTY.

2. The following access to records requirements apply to this Contract:

- a. The CONTRACTOR agrees to provide the COUNTY, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to COUNTY policies and procedures, U.S. Department of the Treasury guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators.

4. The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs,

- outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the vendor's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the Proposer, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract/order with the COUNTY or the vendor, and wherever located shall be the property of the COUNTY.
5. CONTRACTOR must comply with all of the provisions of 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Rewards.
 6. CONTRACTOR shall provide the COUNTY with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and Chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. ss. 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

R. Federal Conflict of Interest/Gift Policy

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

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the CONTRACTOR.

2. **Organizational Conflict of Interest:** If the CONTRACTOR has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is

unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

3. **Gift Policy:** Notwithstanding any provision of the Palm Beach County Code of Ethics, no vendor or CONTRACTOR shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from CONTRACTORS or subcontractors.

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

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

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

U. **DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**

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

Execution of this Contract by the Director of Purchasing Is Not Legally Binding or in Effect until Approved by the Palm Beach County Board of County Commissioners.

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONTRACTOR have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY MELODY THELWELL
DIRECTOR OF PURCHASING

Melody Thelwell, Director

WITNESSES:

Signature

Name (type or print)

Signature

Name (type or print)

By _____
County Attorney

CONTRACTOR:

Urban Solar, Inc.
Company Name

Signature

Eben Lindsey
Typed Name

President & CEO
Title

By _____
Executive Director, Palm Tran, Inc.

EXHIBIT A

SCOPE OF WORK/SERVICES

Contract No. F-23-010R/LI-1

1. INTRODUCTION

Palm Tran provides service to over 3,000 bus stops located within 39 municipalities in Palm Beach County. The service area includes primarily urban and suburban areas near the coastline, with less dense land uses further west, including a rural community near and around Lake Okeechobee. Palm Tran has three (3) facilities at the following locations:

1. Palm Tran North: 3201 Electronics Way, West Palm Beach, FL 33407
2. Palm Tran South: 100 North Congress Avenue, Delray Beach, FL 33445
3. Palm Tran West: 38601 James Wheeler Way, Belle Glade, FL 33430

Palm Tran's Bus Stop Shelters and Amenities improvements shall reflect the agency's vision to be the premier transportation choice in Palm Beach County. Amenities must be American with Disabilities Act (ADA) compliant, and must be of a modern design. Purchase of bus stop shelters must comply with all "Buy America" requirements.

Palm Tran currently has over 300 advertising and non-advertising bus stop shelters on its 590 miles of bus routes, in both urban and rural areas. Additionally, Palm Tran also has several other amenities including benches, seats and trash cans located at bus stops throughout the County. See Attachment A - Current Palm Tran Bus Stop Locations.

The CONTRACTOR(S) shall be responsible for bus stop improvement program costs related to the design of the bus stop amenities, manufacture, delivery, and storage of non-advertising and advertising amenities. The amenities include the following:

1. Shelter
2. Solar lighting
3. Benches or seating
4. USB ports
5. Ad panel (lighting included)
6. Real-time information
7. Trash cans
8. Bike racks
9. CCTV/Security Cameras

The CONTRACTOR(S) will manufacture the amenities based on Palm Tran's specified standards.

2. PURPOSE OF THE PROJECT

Palm Beach County is seeking proposals from qualified contractors to provide bus stop shelters and other bus stop amenities for bus stops. It is the intent of the County to enter into contract with one or more companies, based on commodity categories, to purchase bus stop shelters and other amenities for the designated bus stops in the County.

Municipalities in Palm Beach County may also access the resultant contract through a partnership with the COUNTY, in which the municipality's governing board authorizes the COUNTY to assume all rights, title, and interests to existing bus stop shelters and other amenities currently located within the jurisdiction of the municipality, as well as any bus stop shelters and other amenities installed within their jurisdiction as part of this contract, shall the board authorize such a partnership, and upon the effectuation of a fully executed agreement between the municipality and the board.

3. QUANTITY

There is no minimum purchase per order. Please refer to the price proposal pages for estimated quantities.

4. FUNDING

This project is grant funded, in whole or in part, by the Federal Transit Administration (FTA) and as such has federal grant clauses, conditions, certifications, etc., that shall be reviewed, completed, and followed by the CONTRACTOR. The CONTRACTOR, therefore, agrees to abide by and comply with all Federal terms, conditions, provisions, certifications, affidavits, or otherwise as found herein Appendix C, Special Contract Provision.

5. SHIPPING AND DELIVERY

Deliveries shall be to Palm Tran, 3201 Electronics Way, West Palm Beach, Florida 33407, unless notified otherwise. Cost of all shipping to the site, including any delivery charges and all *unusual storage requirements shall be borne by the CONTRACTOR(S). It shall be the CONTRACTOR's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. destination. The CONTRACTOR(S) shall store the items until they are ready for installation.

*Unusual storage requirements are defined as special storage environments and/or temperature controlled.

Partial delivery is acceptable provided it does not impact the timeline of installation.

The materials and/or services delivered under the proposal shall remain the property of the CONTRACTOR until requested by the COUNTY. Once delivered, the COUNTY will inspect and accept these materials and/or services if they are deemed to be in compliance with the terms herein, fully in accord with

the specifications and of the highest quality.

6. **GENERAL**

Provided in Table 1. is a Summary of Amenity Packages by bus stop level. The entire electronic system shall be Underwriters Laboratory (UL) listed.

Table 1: Summary of Amenity Packages

	Solar Lighting	Digital Displays	Solar USB Ports	Bike Racks	Trash Receptacles	Shaded Seating	Bus Shelter	Benches	Ad Panel	CCTV
Level 1	✓	✓		-	-	-	-	✓	-	
Level 2	✓	✓		1	10-20 gallons	✓	-	-	-	
Level 3	✓	✓	✓	2	20 gallons	-	8'	4'	✓	✓
Level 4	✓	✓	✓	4	32 gallons	-	12'	8'	✓	✓
Level 5	✓	✓	✓	6	64 gallons+	-	16'	8'	✓	✓

The renderings of the desired shelter and shaded seating are provided at the end of this Scope of Work/Services for reference only. Contractors shall use creative discretion in their design.

CONTRACTOR(S) shall submit their proposal(s) on any or all of the category(ies) below:

Category 1: Solar Lighting

Category 2:

1. Digital Displays 13"
2. Digital Displays 32"
3. Digital Displays 42"

Category 3:

1. Bus Shelter 4' in-depth X 8' in length
2. Bus Shelter 7' in-depth X 8' in length
3. Bus Shelter 4' in-depth X 12' in length
4. Bus Shelter 7' in-depth X 12' in length
5. Bus Shelter 4' in-depth X 16' in length
6. Bus Shelter 7' in-depth X 16' in length
7. Bike Racks
8. Ad Panel

Category 4: Stand Alone Benches with back and delineator in 4' and 8' length

Category 5: Trash Receptacles

1. Trash Receptacles 10 Gallon
2. Trash Receptacles 20 Gallon
3. Trash Receptacles 32 Gallon
4. Trash Receptacles 64 Gallon

Category 6: Shaded Seating

Category 7: CCTV/Security Cameras

7. GENERAL SHELTER FEATURES

The following shelter sizes are approximates.

1. 4' in depth X 8' in length
2. 7' in depth X 8' in length
3. 4' in depth X 12' in length
4. 7' in depth X 12' in length
5. 4' in depth X 16' in length
6. 7' in depth X 16' in length

The Shelter must incorporate Palm Tran Logo as seen in Section 4.10.4

7.1. SHELTER PANELS

1. Clear tempered glass back and sides, OR
2. Perforated aluminum metal options, back and sides
3. Etched glass or metal stampings
4. Shall not shatter if broken
5. Shall be replaceable without requiring the disassembly of the shelter
6. Shall not "pop" out with regular contact
7. An Information panel option
8. An Advertising panel option
9. Sides on both ends of shelter that are minimum 4' deep
10. Open side panel option

7.2 CONSTRUCTION

1. Powder coated aluminum structure
2. Multiple color options
3. Modular build style – for ease of construction and repair when necessary
4. Side and back panels are optional, not required for structure
5. All necessary hardware for assembly shall be same finish and color as structure and panels
6. Ground anchors will be stainless steel and included with shelter
7. Fully welded beams
8. Columns options that are straight or curved
9. One day maximum shelter installation time

7.3. SOLAR POWER

1. Sufficient charging capacity to provide enough energy to operate lighting for up to 16 hours per 24 hours
2. Battery capacity capable of operating lighting for up to 5 days with no charging
3. Batteries shall be standard 12v for easy replacement
4. Lighting shall illuminate the entire shelter waiting area
5. Lighting must read a minimum of 15-20 Foot Candle (FC) from bench area
6. Lighting shall be low profile and integrated into the roof
7. Lighting shall be comprised of replaceable LED bulbs
8. Lighting shall be a minimum of 15-20 Foot Candle (FC) from bench area for both security and advertising lighting
9. USB ports for mobile device charging
10. All solar parts are to be vandal resistant
11. UL rating provided for solar equipment
12. Shall include real time clock to avoid false transitions
13. Shall include a self-test feature to allow for diagnostics

7.4 BENCH

1. A bench will be included within each shelter
2. Size of bench will vary based on the amenity level of the shelter
3. Shall be in similar design format to the shelter
4. Shall be constructed out of metal or wood
5. Shall be mounted to the wall of the shelter, or with back support
6. Shall utilize anti-vagrant devices
7. Seating size and length will meet all ADA requirements leaving at least 60" of clear turning space within the sheltered area for mobility devices and minimum of 2.5x4-foot clear space for wheelchair

7.5 ROOF DESIGN

1. Roof shall be designed to allow rain and debris to exit at the rear of the roof (arched)
2. Roof shall be aluminum sheet or multiwall structured polycarbonate
3. Shall not incorporate the usage of gutters

7.6 PAINT

1. All painted surfaces shall be powder coated with an anti-scratch finish
2. Offer multiple paint colors
3. Shall meet AAMA 2605 South Florida weathering standards

8. GENERAL SHELTER DESIGN STANDARDS

8.1 WINDLOAD

1. Signed and Sealed by Florida PE to withstand up to 150 mph winds
2. Must meet local, County and State wind load standards

8.2 BUILDING AND OTHER CODE REQUIREMENTS

1. Must meet Florida Building Code Requirements
2. Must meet local City and County code requirements
3. Must meet Florida Administrative Code Requirements for separation between panels and paved surfaces

8.3 AMERICANS WITH DISABILITIES ACT OF 1990

1. Must be Americans with Disabilities Act of 1990 Compliant
2. Clear zone requirement must be met
3. Shall allow for 5'X8' landing pad for boarding and alighting of passengers with wheelchair or other mobility devices.

9 BUY AMERICA

The resultant contract(s) and purchase order(s) as a result of this RFP is funded with Federal assistance awarded by the U.S. Department of Transportation, Federal Transit Administration (FTA) through a Grant Agreement with Palm Beach County and governed by the provisions listed under the Master Grant Agreement, as amended.

FTA's Buy America requirements prevent FTA from obligating an amount that may be appropriated to carry out its program for a project unless "the steel, iron, and manufactured goods used in the project are produced in the United States" (49 U.S.C. § 5323(j)(1)). FTA's Buy America requirements apply to third-party procurements by FTA grant recipients. A grantee must include in its bid or request for proposal (RFP) specification for procurement of steel, iron or manufactured goods (including rolling stock) an appropriate notice of the Buy America provision and require, as a condition of responsiveness, that the bidder or offeror submit with the bid or offer a completed Buy America certificate in accordance with 49 CFR §§661.6 or 661.12.

10. SHELTER DELIVERY REQUIREMENTS

10.1 SIGNED AND SEALED SHOP DRAWINGS

CONTRACTOR shall provide five (5) shop drawings signed and sealed by a Florida Professional Engineer upon request by COUNTY/PALM TRAN. CONTRACTOR shall provide drawings within 4 weeks of request.

10.2 ASSEMBLY INSTRUCTIONS

1. Provide written and diagrammatic shelter assembly instructions
2. Provide boxed hardware kits
3. Shall provide any general information/instructions upon request by COUNTY/PALM TRAN.

11. BUS STOP SHELTER AMENITIES

CONTRACTOR(S) shall provide bus stop amenities to provide passenger comfort and complement the design/style of bus stop shelter, where one is

provided. The amenities to be provided at a bus stop are based on ridership.

11.1 SOLAR LIGHT (LEVELS 1-5)

1. Fits the 3"x3" pole, both square and u-channel
2. ADA compliant with push button activation
3. UL listed

11.2 DIGITAL DISPLAYS (LEVELS 1-5)

CONTRACTOR(S) price shall include ongoing support, hosting, and licensing for initial contract term and each option year. Cost for training should be included for the first year of contract only.

11.3 E-Paper - 13" (or approximate size)

1. Display and housing if required
2. e-paper screen
3. Real-time transit info and maps
4. Sunlight readable
5. Able to integrate with existing Palm Tran systems – Avail CAD/AVL system and existing API.
6. Should provide text to speech feature for announcing information. The button shall be illuminated.

11.4 LCD (LEVELS 4-5) - 32" and 42" (or approximate size)

Display and housing if required.

Palm Tran is seeking a solution that fulfills or exceeds the below requirements:

1. Provide a High Availability cloud-based architecture. Fully cloud based or a hybrid on premise/cloud based solutions are acceptable.
2. Integrate with Palm Tran existing technology Avail CAD/AVL and display live information such as current and upcoming arrival and departure information, current bus location, schedule information, Federal ADA regulations and Law Ordinance messages.
3. Supports HTML 5 Programming.
4. On-premise servers in a hybrid cloud solution must run in a VMWare virtualized environment. The battery and charging capacity shall be capable of supporting the digital displays and mobile data connectivity.
5. Data transfers must meet the following requirements:
 - a. Must use secure protocols for data transfer
 - b. Must utilize mobile data connectivity
 - c. Must utilize Wi-Fi connectivity

6. Must be able to manage and deploy content to Digital Media Players (DMPs) offered with this solution and display to HDMI connected displays devices. Everything is connected via managed networks, which are firewalled from the internet.
7. Solution must be able to support the following content types:
 - a. Basic static text, including highlighting and color
 - b. CAD/AVL Live Feed
 - c. Live streaming of in-bus camera system
 - d. Static Image files, photos (jpg, gif, etc.)
 - e. PDF documents
 - f. Video and audio
 - g. RSS feeds
 - h. YouTube and content feeds (URLs), and other streaming media types
 - i. Integration with Social Media and Mobile (Twitter, etc.)
 - j. Action elements in PowerPoint slides
 - k. Support for dynamic content creation and display (time, weather)
 - l. Support pre-programmed queries based on information provided by other systems or applications (such as PeopleSoft, SAP, Salesforce.com, Trapeze and Avail)
 - m. Split screen programmability
8. Must provide a method for group and individual Emergency Alerts that would override any pre-programmed content on displays on a group and global level - e.g. Amber Alert.
9. Ability to monitor and manage Digital Media Players (DMP) from the application interface.
10. Must operate over IP unicast.
11. The ability to send traps or syslog messages to a Network Management System (NMS) tool would be a plus. Ability to perform upgrades remotely.
12. Equipment installed outside must be able to operate during extreme weather conditions, including hurricane and extreme heat temperatures lasting longer than 3 days.

11.5 CONTENT MANAGEMENT SYSTEM

Palm Tran requires that all digital display equipment be controlled by a networked Content Management System (CMS) that manages the substance of commercial messaging, ensures adherence to the standards in Section 4.8, schedules the display of commercial and public information messaging, and reports all program commercial and public service advertising that is displayed on the network.

The CMS will service multiple platforms and devices with asynchronous data at the same time. The CONTRACTOR will be required to provide such a system/software solution with maintenance that is accessible to purchasers of advertising space and Palm Tran staff (preferably online).

The CMS and any data generated through the system will be transitioned to Palm Tran after the contract term. CMS software updates will be available to Palm Tran for a period of five (5) years after the expiration of the contract term.

Palm Tran will retain rights to any data generated by the system, during and after the contract term.

The CMS shall fulfill or exceed the below requirements:

1. Provide a High Availability architecture, this can be fully on premise or a hybrid offering combining on premise and cloud-based architecture.
2. Integrate with Palm Tran existing technology and display live information such as current and upcoming stop arrival and departure information, current bus location, schedule information, Federal ADA regulations and Law Ordinance messages.
3. Integrate with current Bus camera system.
4. Supports HTML 5 Programming.
5. Servers must run in a VMWare virtualized environment.
6. Data transfers must meet the following requirements:
 - a. Must use secure protocols for data transfer
 - b. Must utilize mobile data connectivity
 - c. Must utilize Wi-Fi connectivity
7. Must be able to manage and deploy content to Digital Media Players (DMPs) offered with this solution and display to HDMI connected displays devices. Everything is connected via managed networks, which are firewalled from the internet.
8. Solution must be able to support the following content types:
 - a. Basic static text, including highlighting and color
 - b. CAD/AVL Live Feed
 - c. Live streaming of in-bus camera system
 - d. Static Image files, photos (jpg, gif, etc.)
 - e. PDF documents
 - f. Video and audio
 - g. RSS feeds
 - h. YouTube and content feeds (URLs), and other streaming media types
 - i. Integration with Social Media and Mobile (Twitter, etc.)
 - j. Action elements in PowerPoint slides

- k. Support for dynamic content creation and display (time, weather)
 - l. Support pre-programmed queries based on information provided by other systems or applications (such as PeopleSoft, SAP, Salesforce.com, Trapeze and Avail)
 - m. Split screen programmability
- 9. Some digital signs will require touch-screen capability to offer interactive content such as trip planning, future bus schedule information and security alert capability.
- 10. Must support multiple independent content creation teams, including their displays. Every team should be able to manage their own endpoints/displays independently, but using the same main application/system to do this (Permission Base).
- 11. Must provide a method for group and individual Emergency Alerts that would override any pre-programmed content on displays on a group and global level - e.g. Amber Alert.
- 12. Ability to monitor and manage Digital Media Players (DMP) from the application interface.
- 13. Must operate over IP unicast.
- 14. The ability to send traps or syslog messages to an NMS (Network Management System) tool would be a plus.
- 15. Ability to perform upgrades remotely.
- 16. Equipment installed outside must be able to operate during extreme weather conditions, including hurricane and extreme heat temperatures lasting longer than three (3) days.

Incorporating automated buying, selling and content delivery into the CMS can potentially expand the advertiser-base and assist in achieving occupancy of advertising space exceeding 80% on an annualized basis.

The CMS user interface must allow the CONTRACTOR to build, organize, manage and publish content for multiple platforms. The CMS user interface will allow content to be segmented into either user defined categories or system defined categories (e.g. Themed, Forefront Media, Alert, Secondary Media, etc.); and the categories need to be able to subscribe to a hierarchical structure (no limitation). These categories will play a role in how the data is presented on the screen and how it interacts with the customer. The CMS media editor functions will allow easy updating, organizing, and managing of files and folders related to content and schedule. The media editor will also allow for an initial review of content using standards provided in Section 4.8.

The CMS shall include adaptive interaction to capture geo-locations and user defined demographics for programmatic buying. This interaction will

support geofencing and/or beacon technology. Furthermore, the CMS will capture and store the data points resulting from the interaction according to the Palm Tran privacy, data collection and use standards. All data will be available to the Palm Tran throughout the contract term and transferrable to Palm Tran after the contract term.

The CMS shall include a dashboard reporting on key Palm Tran and CONTRACTOR analytics to include but not be limited to occupancy by device and location as well as link to the device maintenance history.

The CMS shall provide standard reports to include 'proof of play' logs, display occupancy, device service status, and other customized reports. On-demand and scheduled disbursement of reports to mobile applications, web browsers, and email accounts will be supported by the CMS.

All public records requests will be referred to Palm Tran. CONTRACTOR shall take action to comply with public records requests as directed by Palm Tran.

The CMS shall remotely monitor device operation while also managing power draw and brightness of displays. Working with the network devices' own remote monitoring systems, the CMS will identify which devices are not communicating or in need of service. The CMS must be configurable to send email or SMS messaging to schedule service of the unit and to report these incidents to Palm Tran and the CONTRACTOR.

CONTRACTOR is responsible for repairing or replacing devices that are not communicating or in need of service.

Furthermore, the team in charge of patches and upgrades, will need to have at least one team member with cloud architecture experience.

Title and ownership of the CMS shall remain with Palm Tran during the Contract Term, unless otherwise negotiated between Palm Tran and the CONTRACTOR.

At the end of the Contract Term, the CMS and all data, and other functionality associated with the system shall become the property of COUNTY/Palm Tran.

DIGITAL CMS NETWORK

The digital CMS network will have an authentication mechanism that provides control in two (2) ways:

- a. Access Control: Control of the network by secure account delegation will be limited to Palm Tran and the CONTRACTOR. Effective account and system security will alleviate breaches and threats to system security. Access control will be owned by the Palm Tran; however, access administration will be managed by the CONTRACTOR in accordance with Palm Tran policies. The network

roles and policies will be developed by the CONTRACTOR and reviewed and approved by Palm Tran.

- b. Content Scheduling: Control of the scheduling of the display of commercial message and public information.
- c. The CONTRACTOR shall be responsible for ensuring adequate software updates, support, and security updates are made to the system in a timely manner.

11.6 BIKE RACKS (LEVELS 2-5)

- 24"x 36"
- 24" min clearance
- Inverted U, Post or Ring;
- Outside the shelter;
- 0, 1, 2, 4, or 6 units recommended, depending on bus stop amenity level

11.7 TRASH RECEPTACLES (LEVELS 2-5)

1. Size varies from 10 to 64 gallons, depending on bus stop amenity level as per Table 1, at the end of this Scope of Work/Services.
2. With/without smart features for example solar compacting and recycling
3. Enclosed design and overflow trash protection
4. Larger sizes shall incorporate a compacting feature. Please see the rendering below.

11.8 SHADED SEATING (LEVEL 2)

1. Shaded seating option is 4'-8' in length, 22" in depth
2. ADA compliant
3. Options with/without smart features
4. Function as urban furniture

11.9 AD PANELS (LEVELS 3-5)

1. Fits the shelter in all sizes
2. Mostly on the far side panel of the shelter. The shelter panel towards the farther end of the shelter. Please see the rendering below.

11.10 STAND ALONE BENCHES

1. Have back and delineators in 4', 6' and 8' length
2. Advertising options

11.11 CCTV/Security Cameras

Provide CCTV/security cameras suitable to be placed in all bus stop shelter sizes for this project.

12. WRITTEN WARRANTY

CONTRACTOR shall provide written warranties:

1. Warranty begins from the date products received, inspected and accepted by COUNTY/PALM TRAN.
2. Warranty guarantees material and workmanship free of defects for a minimum of ten (10) years from the date of acceptance. Items with different warranty requirements are listed below.
3. Replacement parts must be available for purchase through the term of the resulting contract to include all exercised options to renew.
4. Warranty terms list a breakdown of all parts and main components.
5. Cover all shipping/return cost for damaged, defected, and failed items during warranty period.
6. Warranty covers defects in materials. Defects shall include, but not limited to:
 - a. Parts: Damaged and/or missing parts
 - b. Finish: Abnormal deterioration
7. Solar Lighting warranty minimums:
 - a. Battery- 5 years (prorated)
 - b. LED's -20 years
 - c. Charge Controller and LED Driver-5 years
 - d. Solar Panel- 20 years
 - e. Wiring Harnessing-10 years
 - f. Light Fixture-10 years
 - g. Mounting hardware- 20 years
8. Digital Displays – 5 years minimum
9. Covers all repairs including labor on defective parts

13. **RENDERING OF DESIRED SHELTER AND SHADED SEATING**





14. Palm Tran logo



GLOSSARY

AASHTO - American Association of State Highway and Transportation Officials

ADA - Americans with Disabilities Act

ANSI - American National Standards Institute

FDOT- Florida Department of Transportation

LED - Light emitting diode

LTE - Long term evolution, standard for wireless broadband communication PDF
- Portable document format

USB - Universal series bus PE – Professional Engineer

RSS - Really Simple Syndication

SAP - Systems, Applications & Products

CAD/AVL - Computer-Aided Dispatch / Automatic Vehicle Location HDMI - High-
Definition Multimedia Interfac

A Palm Tran project manager will be assigned as a liaison once the contract begins and for any other coordination.

EXHIBIT B
CONTRACTOR'S PROPOSAL
DATED December 14, 2023
Contract No. F-23-010R/LI-1
Consisting of 177 pages

Section 787.06(13), Florida Statutes

