

Palm Beach County

Department of Environmental Resources Management
 2300 North Jog Road, 4th Floor
 West Palm Beach, FL 33411-2743
 Phone: 561-233-2400 Fax: 561-233-2414

**CONSTRUCTION
 SOLICITATION/QUOTATION/
 PURCHASE ORDER**

The following number must appear on all related invoices, packing slips and correspondence, and sent to the above address: «Proj_Num»

TO: «Con_Name» **PROJECT NAME:** «Proj_Name»
 «Con_Add» **PROJECT NUMBER:** «Proj_Num»
 «Con_City», «Con_State» «Con_Zip» **PROJECT LOCATION:** «Proj_Loc»
 Phone #: «Con_Phone» Fax #: «Con_Fax» **COMMISSIONER DISTRICT #:** «District»
 FEIN #: «FEIN»
 PBC Vendor Registration #: «Vend_Num»

QUOTATION DATE	P.O. DATE	DELIVERY/SERVICE LOCATION	PAYMENT TERMS	SBE PARTICIPATION (\$ / %)
«Deadline»	«PO_Date»	«Proj_Loc»	Prompt Payment: FS 218.735	«SBE_Amt» / «SBE_Pct»
COMPLETION DEADLINE	INSURANCE CERTIFICATE(S) ATTACHED	PROGRESS PAYMENTS/ RETAINAGE	LIQUIDATED DAMAGES	CRITICAL FACILITY (Fingerprinting?)
«Subst_Comp» Calendar Days		«PmtRetain»	«LD»/Day	«Crit_Facil»
BUDGET ACCOUNT: «Budget_Acct»		FISCAL APPROVAL OF BUDGET AVAILABILITY: _____		

General Work Description: «Proj_Desc»

#	ITEM	QTY	UNIT	UNIT PRICE	AMOUNT
TOTAL PRICE					\$

Additional Insured: Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents; «Add_Ins»
 «Add_Indem»

Accepted and Acknowledged by:

 «Con_Agent_Name», «Con_Agent_Title» Date

The PO goods and/or services shall be provided in accordance with this Purchase Order and the following, which are incorporated herein by reference and attached:

- (a) Certificate (Corporation)
- (b) Standard Terms and Conditions
- (c) Insurance Certificate
- (d) Request for Construction Quote (RFQ) Offer, Terms & Conditions, SBE Schedules, Drug-Free Workplace Certification (if applicable),
- (e) Technical Specifications, Plansheets
- (f) Budget Availability Statement, if required (see above)

Approved as to Form and Legal Sufficiency:

 Jim Mize, Chief Assistant County Attorney Date

Authorized by:

 Richard E. Walesky, Director Date
 Dept. of Environmental Resources Management

Contractor is required to review the accuracy of the above and sign both documents and return both originals to: Julie Aden, Environmental Contract Manager, at the above address. This Purchase Order is not effective until signed by the ERM Director. Contractor must notify the County immediately if unable to complete as specified.

CERTIFICATE (Corporation)

The **undersigned** hereby certifies that the following are true and correct statements:

1. That he/she is the **Secretary** of _____, a corporation organized and existing in good standing under the laws of the State of _____ hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the _____ day of _____, 20____, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation.

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that _____ (name), the _____ (title) of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions were passed with the required corporate formalities and have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation, if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the _____ day of _____, 20 _____.

(CORPORATE SEAL) _____
(Signature)

(Print Signatory's name
Its Secretary)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____, by the Secretary of the aforesaid Corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

(Notary Signature)

(Print Notary's Name) **NOTARY PUBLIC**

State of Florida at Large
My Commission Expires:

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA**

**PROJECT NAME: «Proj_Name»
Project No. «Proj_Num»**

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **Contract** Contractor agrees that by submitting an offer which is accepted by the Department of Environmental Resources Management (ERM), as designee for the Palm Beach County Board of County Commissioners (County), a binding contract is formed in accordance with the County's terms, conditions and specifications as set forth in the solicitation and this Construction Purchase Order (PO) for goods and/or services performed (Work). Contractor certifies that the offer has been made by an officer or employee having the authority to bind the Contractor. Accordingly, payment will only be made to the company and the address as provided in the Contractor's offer unless prior written authorization is received from the County.
2. **Conflicts** To the extent that there is a conflict between the various sections of the PO documents, the following order of documents shall indicate precedence:
 - PO Acceptance (PO page 1)
 - Request for Construction Quotation Terms and Conditions
 - Standard Terms and Conditions
 - Permits
 - Plansheets
 - Technical Specifications and attachments
 - Quote (Offer), Certificate (Corporation), Insurance Certificate(s)
 - Drug-Free Workplace Certification
3. **Modifications** No modifications of this Purchase Order, including but not limited to these Standard Terms and Conditions, shall be binding upon the County unless approved in writing by the ERM Director or his designee.
4. **Assignments** Assignments are prohibited unless prior written consent is given by the ERM Director and the Contractor.
5. **Excusable Delays** The County may grant additional time for any delay if the delay will not adversely impact the best interest of the County and is due to causes beyond the control of the Contractor.
6. **Default** The County may, by written notice of default to the Contractor, terminate the PO in whole or in part if the Contractor fails to satisfactorily perform any provisions of this solicitation or resultant PO, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant PO, or provides repeated non-performance, or does not remedy such failure within a period of three (3) calendar days (or such period as the ERM Director may authorize in writing) after receipt of notice from the ERM Director specifying such failure. In the event the County terminates this PO in whole or in part because of default of the Contractor, the County may procure Work similar to that terminated, and the Contractor shall be liable for any excess costs incurred due to this action. If it is determined that the Contractor was not in default or that the default was excusable (e.g. failure due to causes beyond the control of, or without the fault or negligence of, the Contractor), the rights and obligations of the parties shall be those provided in "Termination".
7. **Termination** The County may, with or without cause, whenever the interests of the County so require, terminate the PO, in whole or in part, for the convenience of the County, by written notice to the Contractor. Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the PO. The Contractor shall only be compensated for acceptable Work up to the date of termination. Contractor shall not claim and expressly waives any claims for prospective, consequential, or indirect damages including, but not limited to, claims for lost profit.
8. **Deliveries** Deliveries are to be made and site Work performed Monday through Friday, 7 a.m. to 5 p.m. excluding holidays, unless otherwise stipulated in the PO, or, approved in writing by the County.
9. **Punchlist, Inspection, Acceptance and Closeout** The Contractor shall notify the County in writing that the PO Work are substantially complete and request that the County prepare a Certificate of Substantial Completion. If the County considers the PO substantially complete, the County may prepare the Certificate of Substantial Completion. The County may issue the Punchlist, based on the aforementioned inspection or subsequent

inspections, to the Contractor within thirty (30) calendar days after Substantial Completion. The Punchlist shall establish a date for completion of corrective work. All Work on this PO is subject to inspection and acceptance upon receipt or completion by the ERM Project Manager. Prior to payment, the Contractor shall provide satisfactory closeout statements and releases as required by the County. Payment shall not be authorized until the Work have been received, accepted and properly invoiced.

- 10. **Invoicing** Contractor must send original invoice to the Palm Beach County ERM, 2300 North Jog Road, 4th Floor, West Palm Beach, FL 33411-2743.
- 11. **Payment Terms** Contractor agrees that interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.735.
- 12. **Taxes** The County is exempt from Federal and State taxes.
- 13. **Insurance** The Contractor shall maintain the following insurance coverage during the performance of its PO services:

<ul style="list-style-type: none"> • Commercial General Liability (CGL) Combined Single Limit Personal Injury Bodily Injury and Property Damage Liability Required Coverage: Premises/Operations Independent Contractors Products/Completed Operations Contractual Liability Broad Form Property Damage X-C-U Coverage (if applicable) General Aggregate (if applicable, must be on a Per Project basis) 	<p>\$500,000 per occurrence</p>
<ul style="list-style-type: none"> • Worker’s Compensation and Employer’s Liability 	<p>Statutory</p>
<ul style="list-style-type: none"> • U.S. Longshoreman’s and Harbor Workers Act and/or Jones Act Endorsements (only if work is on or contiguous to navigable water bodies) 	<p>\$100,000/500,000/100,000</p>
<ul style="list-style-type: none"> • Protection and Indemnity (P&I) (only if work involves watercraft owned or operated by Contractor) 	<p>\$1,000,000 per occurrence</p>
<ul style="list-style-type: none"> • Business Auto Liability covering all owned, hired and non-owned vehicles 	<p>\$500,000 per occurrence</p>

“Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents”, as well as any other entities listed on the PO, shall be named as Additional Insured for CGL and, if applicable, P&I.

- 14. **Purchase Order** The County will not accept any Work unless a PO signed by the ERM Director has been issued for said Work. The PO number must appear on all invoices, packing slips and correspondence concerning the PO.
- 15. **Pricing** Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected. The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your response. Contractor warrants by virtue of submitting an offer that prices shall remain firm for a period of 90 calendar days from the date of opening to allow for evaluation and award. Prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- 16. **Quantities** Quantities specified in the PO cannot be changed without County’s written approval. Work provided in excess of quantity designated may be returned at Contractor’s expense.
- 17. **Site Conditions** The Contractor shall be responsible for having determined to its satisfaction, prior to the submission of its quote, the nature and location of the Work and the general and local conditions. The failure of Contractor to acquaint itself with any applicable condition shall not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely completing the PO.
- 18. **Florida Products and Labor** Section 255.04, Florida Statutes, requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.
- 19. **Material Safety Data Sheets (MSDS)** Contractor compliance is required under Chapter 442, Florida Statutes; that any toxic substance delivered as a part of this PO must be accompanied by an MSDS.
- 20. **Contractor Responsibility** Contractor represents that it is fully experienced and properly qualified to perform the PO services, and that it is properly licensed, equipped, organized and financed to perform such services. Contractor shall act as an independent contractor and not as the agent of the County in performing the PO,

maintaining complete control over its employees and all of its suppliers and subcontractors. Any services performed by the Contractor without proper authorization is performed at the Contractor's risk, and the County shall have no obligation to compensate the Contractor for such work. The Contractor's Construction Manager shall be present at the work site at all times while work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the Contractor until such time as a Construction Manager is again present at the site.

21. **Employees** All labor required for the services shall be executed in a thoroughly substantial and workmanlike manner by workers skilled in the applicable trades. No intoxicating substance shall be allowed on the project or staging site(s).
22. **Subcontractors and Suppliers** The Contractor shall provide a list of its subcontractors to the County. The County reserves the right to reject the use of a subcontractor on the project. The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in the PO or its attachments shall create any contractual relation between any subcontractor or supplier and the County.
23. **Guarantee** The Contractor guarantees that the Work under the PO and all workmanship, materials, and equipment performed, furnished, used, or installed shall be free from defects and flaws, and shall be performed and furnished in accordance with the PO; that the strength of all parts of all manufactured equipment shall be adequate and as specified; and that performance test requirements of the Contract shall be fulfilled. The Contractor shall remedy all defects and shall repair, correct, or replace all damage to the other work, persons or property resulting from failures covered by the guarantee. The guarantee shall remain in effect for one (1) year from the date of final acceptance unless a longer period is specified. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion to an extended guarantee period of one (1) year after the defect has been remedied.
24. **Not a Convicted Vendor** As provided in Florida Statute 287.133(2)(a) a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By entering into this PO 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).
25. **Nondiscrimination** Contractors doing business with the County are prohibited from discriminating against any employee or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression.
26. **Legal Requirements** The Contractor must strictly comply with all Federal, State, County and local laws, ordinances, rules, regulations, orders, notices, requirements and permits that in any manner affect the Work herein. The County shall not be liable to the Contractor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this PO, or from any other matter generated by or relating to this PO.
27. **Criminal History Records Check Ordinance** Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods and/or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of Contractor, including repair persons and delivery persons who are unescorted when entering a facility determined to be critical to public safety and security of the County. County facilities that require this heightened level of security (Critical Facility) are identified in Resolution R-2003-1274, as may be amended, which is available upon request. The PO indicates if the project location is a Critical Facility. The Contractor is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the Contractor acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

- 28. SBE Program** It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that Small Business Enterprises (SBE) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. In accordance with the SBE Program, a preference is given to certified SBEs. The County has established a minimum goal of 15% SBE participation for all County solicitations. Refer to the RFQ Terms and Conditions.
- 29. Local Preference** In accordance with the Palm Beach County Local Preference Ordinance, a preference is given to bidders having a permanent place of business in Palm Beach County.
- 30. Indemnification** To the extent authorized by law, specifically Florida Statute 725.06, the Contractor shall indemnify, save and hold harmless the County, its employees and agents, and, any additional indemnitees and their employees, against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors or assignees pursuant to the terms and conditions of this PO. Additional indemnitees are identified on the PO.
- 31. Endorsements** No endorsements by the County of the Work will be used by the Contractor in any way, manner or form.
- 32. Venue** Any and all legal actions arising from or necessary to enforce this PO will be held in a State court of competent jurisdiction in Palm Beach County.
- 33. Public Records** Any information submitted relating to this PO will become a public document pursuant to Section 119.07, Florida Statutes.
- 34. Right to Audit** The County shall have the right to audit for five (5) years after Final Payment or resolution of all claims Contractor's and its subcontractors' books, records, documents.
- 35. Inspector General** The County has established the Office of the Inspector General, Ordinance R2009-049, 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 audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Quotes or any resulting contracts.

END OF SECTION