

**PALM BEACH COUNTY**  
**PURCHASE ORDER/TERM CONTRACT STANDARD TERMS AND CONDITIONS**

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

**VENDOR REGISTRATION**

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

**MODIFICATIONS**

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

**ASSIGNMENTS**

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

**EXCUSABLE DELAYS**

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

**DEFAULT**

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

If it is determined that the successful vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful vendor), the rights and obligations of the parties shall be those provided in the provision "Termination For Convenience".

**TERMINATION FOR CONVENIENCE**

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

**REMEDIES**

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

**NO THIRD PARTY BENEFICIARY**

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

**F.O.B.**

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

**PAYMENT TERMS**

The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

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

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

**INVOICING**

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

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

**TAXES**

The County is exempt from Federal and State taxes.

**PURCHASE ORDER**

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

**ORDER/CONTRACT**

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

**PRICING**

- (1) Unless specifically requested in the specifications, any response containing modifying or escalation clauses shall be rejected.
- (2) 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.
- (3) Vendor warrants by virtue of submitting an offer that prices shall remain firm for a period of ninety (90) days from the date of opening to allow for evaluation and award.
- (4) Prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
- (5) All unit prices offered should be within two (2) decimal points. If vendor's pricing offered exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

**DELIVERIES**

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

## **INSPECTION/ACCEPTANCE**

All goods and/or services provided on this Purchase Order are subject to inspection and acceptance upon receipt or completion by an authorized representative of the County. Payment shall not be authorized until the goods and/or services have been received, accepted and properly invoiced.

## **QUANTITIES**

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

## **COMMERCIAL NON-DISCRIMINATION**

### **a. VENDOR'S REPRESENTATIONS AND AGREEMENT**

As a condition of entering into this contract, the vendor represents and warrants that it will comply with the County's Commercial Non-Discrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the vendor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the vendor retaliate against any person for reporting instances of such discrimination. The vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The vendor understands and agrees that a material violation of this clause shall be considered a material breach of 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. Vendor shall include this language in its subcontracts.

### **b. VENDOR'S AGREEMENT TO APPLY TO SUBCONTRACTS**

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

## **DISCRIMINATION PROHIBITED**

Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the vendor 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.

## **LEGAL REQUIREMENTS**

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

**CRIMINAL HISTORY RECORDS CHECK ORDINANCE** The vendor, vendor's employees, subcontractors of vendor and employees of subcontractors shall comply with Palm Beach County Code, Section 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 Resolutions R2013-1470, R2015-0572 AND R2024-0549, as may be amended. The vendor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the vendor 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 vendor(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The vendor 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 vendor or its subcontractor(s) terminates an employee who has been issued a badge, the vendor must notify the County within two (2) hours. At the time of termination, the vendor shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the vendor if the vendor 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the County regarding a terminated vendor 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.

### **PUBLIC ENTITY CRIMES**

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

### **SCRUTINIZED COMPANIES**

#### **a. SCRUTINIZED COMPANIES**

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

#### **b. SCRUTINIZED COMPANIES (WHEN ORDER/CONTRACT VALUE IS GREATER THAN \$1 MILLION)**

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

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

### **SMALL BUSINESS ENTERPRISE (SBE) - EBO REQUIREMENTS**

NOTE: The following provisions apply to the sections of the non-federally funded portions of this solicitation. All Equal Business Opportunity (EBO) Program Forms, including waiver forms and good faith effort documentation are available on the Office of Equal Business Opportunity (OEBO) website: <https://discover.pbcgov.org/oebo/Pages/Documents.aspx>.

#### **Item 1 – Policy**

It is the policy of the Palm Beach County Board of County Commissioners (BCC) that all segments of its business population have an equitable opportunity to participate in the County's procurement process, prime contracts, and subcontract opportunities. To that end, the BCC adopted an Equal Business Opportunity Ordinance (EBO Ordinance), codified in Sections 2-80.20 through 2-80.40 (as may be amended) of the Palm Beach County Code, which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and has precedence over the provisions of this solicitation in the event of a conflict.

#### **Item 2 – Solicitation Submission Documentation**

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

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

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

#### **Schedule 1 – List of Proposed Contractor/Consultant and Subcontractor/Subconsultant Participation**

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

When a minimum mandatory API goal is applied, failure to submit a properly executed Schedule 1 will result in a determination of non-responsiveness to the solicitation.

#### Schedule 2 – Letter of Intent

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

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

When a minimum mandatory API goal is applied, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. In the event of a conflict between Schedules 1 and 2 when calculating SBE participation, the information provided on Schedule 2 takes precedence.

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

#### LOCAL PREFERENCE

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

#### INDEMNIFICATION

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

#### INSURANCE REQUIREMENTS

If vendor is providing a service under this order/contract, then Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this order/contract, insurance coverages and limits (including endorsements), as required by the County. These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this order/contract. All coverages shall be provided on a primary basis with the County endorsed as an Additional Insured with a CG 2026 additional Insured- Designated Person or Organization Endorsement, or its equivalent, as follows: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." Vendor shall provide the County with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the County (normally within 2 working days of request). Failure to maintain the required insurance shall be considered a default of contract.

#### SAFETY DATA SHEETS (SDS)

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

#### ENDORSEMENTS

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

## **VENUE AND GOVERNING LAW**

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

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

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

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

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

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

- (1) Keep and maintain public records required by the County to perform services as provided under this order/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 Vendor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- (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 order/contract term and following completion of the order/contract, if the Vendor does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
- (4) Upon completion of the order/contract, the Vendor shall transfer, at no cost to the County, all public records in possession of the Vendor unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the order/contract, the Vendor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the order/contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the Vendor must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

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



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

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

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

**PERFORMANCE DURING EMERGENCY**

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

**PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421-2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

**BUSINESS INFORMATION**

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

**ANNUAL APPROPRIATIONS**

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

**CONTRACT CLOSEOUT PERIOD**

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

### **CONFLICT OF INTEREST**

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

### **E-VERIFY – EMPLOYMENT ELIGIBILITY**

Vendor 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 vendor's subcontractor 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.

Vendor shall obtain from each of its subcontractor 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. Vendor 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 vendor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that vendor's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify vendor to terminate its contract with the subcontractor and vendor shall immediately terminate its contract with the subcontractor. If County terminates this contract pursuant to the above, vendor 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, vendor shall also be liable for any additional costs incurred by County as a result of the termination.

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

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

### **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 Vendor 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.

### **HUMAN TRAFFICKING AFFIDAVIT**

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

Effective from 06/03/2025



**TERMS AND CONDITIONS EXHIBIT A**  
**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 \_\_\_\_\_  
(VENDOR) and attest that VENDOR does not use coercion for labor or services as defined in  
section 787.06, Florida Statutes.

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

\_\_\_\_\_  
(Signature of officer or representative)      (Printed name and title of officer or representative)

**State of \_\_\_\_\_, County of \_\_\_\_\_**

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this,  
\_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_.

Personally known ☐ OR produced identification ☐.

Type of identification produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

State of \_\_\_\_\_ at large

(Notary Seal)