



TOWN OF PALM BEACH

FEDERAL TERMS & GRANT FUNDING CONDITIONS

RFQ #: 2020-02 **TITLE:** Coastal Engineering Services - Applied Technology & Management Inc.

This contract is either fully or partially Grant funded. Contractor shall comply with clauses as enumerated below and the accompanying certifications, which shall be executed and returned.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more 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. (See Anti-Lobbying Certification)

Clean Air Act

1. 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 et seq.
2. The contractor agrees to report each violation to the Town of Palm Beach and understands and agrees that the Town of Palm Beach will, in turn, report each violation as required to assure notification of the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Conflict of Interest

The vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, and Florida Statutes. All vendors shall disclose the name of any Town employee or relative of a Town employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches. Additionally, 2 CFR 200.318(c)(1) requires disclosure of a potential conflict of interest and standards of conduct for "organizational conflicts of interest", which may also apply to non-profit sub-recipients of federal funds; and, gift requirements that are different from those included in the Town's Code of Ethics. As such, the following provisions shall also govern in those instances where federal funds are utilized for purchasing goods or services:

1. No employee, officer or agent of the Town 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 Town contract. In addition, vendor shall disclose to the Town in writing all federal criminal law violations involving fraud, bribery or gratuity that potentially affect the award of this solicitation Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.
2. The vendor shall not have activities or relationships (a) causing the vendor to be unable, or potentially unable, to render impartial assistance or advice to the Town; (b) impairing the vendor's

objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

3. No vendor who is a party to, or receives a benefit from, this order/contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the Town. Further, no officer, employee, or agent of the Town shall solicit or accept a gratuity, favor, or anything of monetary value from a vendor who is a party to, or receives a benefit from, this order/contract.

If applicable, the contractor must disclose in writing any potential conflict of interest to the Town of Palm Beach or pass-through entity in accordance with applicable Federal policy. (See Conflict of Interest Form?)

Contract Work Hours and Safety Standards Act – 29 CFR 5.5b

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 work week in which he or she is employed on such work to work in excess of forty hours in such workweek 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 (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Town of Palm Beach 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 (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contractor Compliance

1. Federal, State, County, Town and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products meet all ANSI, NFPA, and all other Federal and State requirements. Vendor further certifies that the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor. Any toxic substance provided to the Town as a result of this order/contract shall be accompanied by its Safety Data Sheet (SDS). Unless otherwise provided by federal law, the Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and the Town for any terms and conditions not specifically stated otherwise.

2. The contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for Federal awards.

Discrimination Prohibited

The Town is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract. Vendor shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. Vendor shall comply with the Drug Free Workforce Act of 1988.

Discriminatory Vendor List

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain a order/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, 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.

Drug Free Workplace

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 1 100-690, Title V, Subtitle D). All contractors entering into Federally funded contracts over \$150,000 must comply with the Federal Drug Free Workplace requirements and certify their compliance. (See Drug-Free Workplace Certification)

Equal Employment Opportunity (EEO)

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. (See EEO Certification)

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 applicant 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Federal Criminal Law/False Statements Act

The False Statement 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. 31 U.S.C. §§ 3729. For example, a false claim could include false billing documentation submitted by the Town received from a vendor or subcontractor under the contract.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Town of Palm Beach and understands and agrees that the Town of Palm Beach will, in turn, report each violation as required to assure notification of the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Incorporation, Precedence, & Jurisdiction

This order/contract shall be included and incorporated in the award or resulting contract. Any and all legal action necessary to enforce the award or resulting contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resulting contract shall be in a court of competent jurisdiction located in the County. The order of legal precedence is as follows: Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this order/contract; Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations(CFR) and applicable to the funding source for this order/contract; the federal award or funding document for this order/contract; the Super Circular, inclusive of 2 CFR Sections 200.317 – 200.326; and, order/contract.

Mandatory Standards & Policies Relating to Energy Efficiency

The Vendor 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 (. L. 94-163, 89 Stat. 871) (42 U.S.C. 6201).

Non-Collusion

Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more vendors over other vendors. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal or other act incident to doing business with the Town may result in permanent debarment. No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/ or debarment or suspension from doing business with the Town.

No Third-Party Beneficiaries

No provision of the order/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 the order/contract, including but not limited to any citizen or employees of the Town and/or vendor.

Non-Exclusive

As may be applicable, the Town reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, the Town reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

Offer Extended to Other Governmental Entities

The Town encourages and agrees to the vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities pursuant to the requirements of the federal awarding agency.

Order/Contract

Vendor agrees that by submitting an offer, which is accepted by the Town, a binding contract is formed in accordance with the Town's terms, conditions and specifications as set forth in the purchase order, unless otherwise agreed by the Town and the vendor. The Vendor certifies that the offer has been made by an officer or employee having the authority to bind the vendor.

Payment

In order for the Town to make payment, the vendor's Legal Name; vendor's Address; must be exactly the same as it appears on the invoice.

Performance During Emergency

The vendor agrees and promises that, immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the Town shall be given "first priority" for all goods and/or services under the contract. Vendor agrees to provide all goods and/or services to the Town 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 Town. Failure to provide the goods and/or services to the Town 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 Town.

Program Fraud & False or Fraudulent or Related Acts (31 U.S.C. Chapter 38)

The vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this order/contract.

Procurement of Recovered Materials for Goods Valued Above \$10,000

Vendors are to provide the Town with those goods designated by the Environmental Protection Agency "(EPA)", at 40 CFR Part 247 – 247.17, that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above \$10,000 or where the value of the goods procured during the preceding fiscal year exceeded \$10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

Protest Procedure

Protests shall be submitted in writing, addressed to the Purchasing Manager, via hand delivery, mail, emailed to dmealy@townofpalmbeach.com, or fax to (561) 835-4688. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within three (3) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department.

Pricing

1. Prices offered must be the price for new merchandise and free from defect.
2. The price offered must be in accordance with the order/contract.
3. Vendor warrants that prices shall remain firm for the initial and any subsequent term unless modified by the Town and vendor.
4. If a sole source procurement or a procurement where there is no competition, profit must be negotiated as a separate element of price.

Prohibition of utilization of cost plus percentage contracts.

The Town of Palm Beach will not award Federally funded contracts on the basis of cost plus percentage.

Prohibition of utilization of time and material type contracts.

The Town of Palm Beach will not award Federally funded contracts on the basis of time and materials.

Public Entity Crimes

F.S. 287.133 requires the Town to notify all vendors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not obtain an order/contract for the construction or repair of a public building or public work, may not lease real property to a public entity, may not be awarded or perform work as a vendor, supplier, 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

Public Records, Access, Audits & Retention:

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 Town 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 Town or the vendor, and wherever located shall be the property of the Town. Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. 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 vendor shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of three (3) 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 Town shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business. Exceptions include:

1. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. When the Town 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.
3. Records for equipment acquired with federal funds must be retained for three (3) years after final disposition.

When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the Town. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the vendor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2), F.S., 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 Town to perform services provided under the Contract.
2. Upon request from the Town's Custodian of Public Records ("Town's Custodian") or a Town representative/liaison, on behalf of the Town's Custodian, provide the Town 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 or as otherwise provided by law. The vendor further agrees that all fees, charges and expenses shall be determined in accordance with the terms and conditions set forth.
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 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 Town.
4. Upon completion of the Contract, the vendor shall transfer, at no cost to the Town, all public records in possession of the vendor unless notified by a Town's representative/liaison, on behalf of the Town's Records Custodian, to keep and maintain public records required by the Town to perform the service. If the vendor transfers all public records to the Town upon completion of the 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 Contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically by the vendor must be provided to the Town, upon request of the Town's Custodian or the Town's representative/liaison, on behalf of the Town's Custodian, in a format that is compatible with the information technology systems of the Town, at no cost to the Town. Failure of the vendor 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. The Town 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.

Purchase Order Required

The Town 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.

Quantities

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

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.

Safety Data Sheets (SDS)

Any toxic substance provided to the Town as a result of this solicitation shall be accompanied by its SDS.

Sales Promotions/Price Reductions/Most Favored Customer

Should sales promotions occur during the term of the contract that lower the price of the procured item, the vendor shall extend to the Town the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the vendor may offer a reduced price, which shall remain in effect for the duration of the contract. The vendor warrants that the price(s) shall not exceed the 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 vendor offers more favorable pricing to one of its customers, the vendor shall extend to the Town the same pricing or the then current market price, whichever is lower.

Scientific Research & Development & Copyright & Patent Rights

Those orders/contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 CFR 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. The Town shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this order/contract. The Town shall hold the copyright to works produced or purchased under this order/contract. The Federal Government holds 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.

Scrutinized Companies

When the contract value is greater than \$1 Million, as provided in F.S. 287.135, by entering into a Contract or performing any work, 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 on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725, or is engaged in business operations in Cuba or Syria. If the Town determines, using credible information available to the public, that a false certification has been submitted by vendor, the resulting Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. (See Scrutinized Companies Certification)

Successors & Assigns

Neither the Town nor the vendor shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the Town. The Town and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract.

Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, 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 Town of Palm Beach. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Town of Palm Beach, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. (See Debarment Form)

Town Office of the Inspector General Audit Requirements

The County's Office of Inspector General is authorized to review past, present and proposed Town 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 Town, 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 which could result in punishment pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

Utilization of Minority and Women-Owned Firms

The contractor must take all necessary affirmative steps to assure that minority businesses (M), women-owned business enterprises (WBE), and labor surplus area firms are used when possible. Prior to contract award, the contractor shall document efforts (See Utilization of Minority and Women-Owned Firms Form under Required Forms) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors and submit this information with their bid submittal. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. 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. (See DBE Form)

I have read and understand the above requirements and agree to observe the terms as set forth.

Firm:	<u>Applied Technology & Management</u>	Date:	<u>October 14, 2021</u>
Authorized Agent:	<u>Michael Jenkins, PhD, PE</u>	Title:	<u>Senior Principal</u>
Email:	<u>mjenkins@appliedtm.com</u>	Phone:	<u>561.472.2144</u>
Signature:			