



ADVERTISEMENT/INVITATION TO BID

The Village of Wellington Council is accepting sealed bids for ITB #202119 Annual Lab Analyses

All Bids must be received, no later than September 22, 2021 at 11:00 AM Local Time, at which time all Bids will be publicly opened and read via Zoom (**Meeting ID** 894 5225 0857 **Password** GnxG3^).

Bids may be submitted electronically through the Village of Wellington's bid portal or delivered/mailed to the Clerk's Office at the address below.

- Electronic Bids will only be accepted when submitted through the Village of Wellington's bid portal. Emailed submissions will not be accepted.
- Paper Bids (one original and one PDF Copy on a CD or flash drive) are to be delivered to the Clerk's Office at the address below. Receipt of a bid by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at www.demandstar.com or at www.wellingtonfl.gov/purchasing starting on August 24, 2021. No bid may be withdrawn for a period of 120 days after the posting of the recommended award as otherwise provided in Instructions to Bidders.

All paper bids shall be sealed when submitted and be delivered or mailed to:

**Wellington
ATTN: Clerk's Office
12300 Forest Hill Blvd
Wellington, FL 33414**

ENVELOPE MUST BE IDENTIFIED AS SEALED BID # 202119

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding the bidding documents shall be directed to Wellington's Purchasing Division: Maria Miserendino, Phone 561-791-4154 or email mmiserendino@wellingtonfl.gov

Publish: Palm Beach Post - August 24, 2021

Account #9-657448

BID COVER PAGE

SUBMIT BIDS TO: Wellington Attn: Clerk's Office 12300 Forest Hill Blvd Wellington, FL 33414		REFER ALL INQUIRIES TO PRIMARY CONTACT: Purchasing Division 12300 Forest Hill Blvd Wellington, FL 33414 Phone:561-791-4154		Wellington <h1>INVITATION TO BID</h1> COMMODITY/SERVICE	
BID TITLE: Annual Lab Analyses				BID NO: 202119	

NAME OF FIRM, ENTITY, or ORGANIZATION: Pace Analytical Services, LLC					
NAME OF CONTACT PERSON Neshmah Castaneda		VENDOR MAILING ADDRESS: 3610 Park Central Blvd. N		CITY: Pompano Beach	ZIP: 33064
TITLE Senior Account Executive		VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT): 1800 ELM St. SE		CITY: Minneapolis	STATE: MN
PHONE NUMBER: 954-582-4300			FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN): 41-1821617		
EMAIL ADDRESS: Neshmah.Castaneda@pacelabs.com			STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE) M16000010338		
FAX NUMBER: 954-582-4344			E83079 E86240		
ORGANIZATIONAL STRUCTURE (Please Check One): Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other <input checked="" type="checkbox"/>					
If Corporation, please provide the following:					
(A) Date of Incorporation: _____ Month / Day / Year			(B) State or Country of Incorporation: _____		
Limited Liability Company					

INSTRUCTIONS TO BIDDERS

1. **GENERAL INSTRUCTIONS:** Potential bidders to the solicitation are expected to review all materials contained herein and prepare responses accordingly. Submit required documents, complete information with solicitation including pricing and related terms.
2. **TIMELINE:** The Event Timeline below gives the date and time (where applicable) for major activities in the solicitation.

EVENT	TIME	DUE DATE
Invitation (ITB) Release Date	N/A	August 24, 2021
Submit Electronic Bid. If submitting paper bid - Number of Bid Hard Copies Including Original →	One (1) Original and One (1) PDF file on CD or Flash Drive	N/A
Questions from Bidders to Warrant Response/Addendum	6:00PM Local Time	September 10, 2021
Bids Received By – (Deadline & Opening)	11:00AM Local Time	September 22, 2021
Evaluation Committee Meeting (if applicable)	N/A	N/A
Posted Notice of Intended Award	Tentative	Tentative/DemandStar.com/Clerk's Office
Contract Award by Wellington Council	TBD	TBD

3. **NOTIFICATIONS:** Respondents are advised that <http://www.demandstar.com> is the preferred sourcing of notices, addendum, bids and other documented communications. Wellington is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> for information and updates concerning solicitations or contact the Purchasing Division on the information listed above.
4. **TERMS AND CONDITIONS:** The completed Bid must be submitted in a sealed envelope clearly marked with the Bid Title and Bid number to the Clerk's Office, Village of Wellington, 12300 Forest Hill Blvd. Wellington, Florida 33414 no later than local time on stated TIMELINE.

ORDER OF PRECEDENCE: All responses are subject to the requirements, specifications, terms and conditions of the sections of this solicitation which, in case of conflict, shall have the order of precedence listed:

- | | | |
|-----------------------------------|------------------------------------|----------------------------------|
| 1. Bid acknowledgement Cover Page | 5. General Terms and Conditions | 7. Schedule of Values & Ordering |
| 2. Instructions to Bidders | 6. General Instructions to Bidders | Instructions and Forms |
| 3. Special Terms and Conditions | | |
| 4. Technical Specifications | | |

Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

5. **NPDES REQUIREMENTS:** As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training. Training applies to the following NPDES sections:
 - (a) **Part III.A.7.c** – Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal
 - (b) **Part III.A.7.d** – Illicit Discharges and Improper Disposal- Spill Prevention and Response
 - (c) **Part III.A.6** – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.
 - (d) **Part III.A.9.c** – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).
6. **ACCEPTANCE AND REJECTIONS:** Wellington reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the Bid(s) which in its judgment best serves Wellington.

GENERAL TERMS AND CONDITIONS

- 1 SEALED BIDS:** All bid sheets and this form must be executed and submitted in a sealed envelope as per stated TIMELINE above. The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening and the bid number. Bids not submitted on attached bid form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.
- 2 EXECUTION OF BID:** Any illegible entries, pencil Bids or corrections not initialed will not be tabulated. The original Bid conditions and specifications together with bidder's response CANNOT be changed or altered in any way after submitted. Bid must contain a manual signature of authorized representative in the space provided above. Bid must be typed or printed in ink. Use of erasable ink is not permitted.
- 3 PRICES QUOTED AND CASH DISCOUNTS:** Bids must include deductions for trade discounts. Firm net prices must be quoted and both unit price and extended totals must be provided. When requested, prices must be stated in the units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discount options to be given for prompt payment must be made aware of. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. All prices quoted shall be fixed per initial term of Bid/Contract unless otherwise specified in Special Conditions. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
- 4 TAXES:** Wellington is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of Wellington owned real property as defined in Chapter 192, F.S.
- 5 MINOR IRREGULARITIES/RIGHT TO REJECT:** Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk. Only Wellington reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Wellington. Wellington may reject any response not submitted in the manner specified by the solicitation documents.
- 6 MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s).
If and whenever in the Bid specifications that a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned it is for the purpose of establishing a grade or quality of material only. Reference to literature submitted with a previous bid will not satisfy this provision. Since Wellington does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid on, it is the vendor's responsibility to name such a product within his/her bid and proves to Wellington that said product is equal to that specified and to submit brochures, samples, and or specifications in detail on item(s) submitted. Wellington reserves the right to determine acceptance of item(s) as an approved equivalent.
 - (a) UNIT OF MEASUREMENT (UOM) AND PACKAGING SPECIFICATIONS:** Bid price and extension given per line item(s) must be converted to reflect prescribed UOM in the bid form. If required and applicable, exact packaging specifications of materials per line item must be furnished for clarification and information in consideration of awarding contract. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
 - (b) SUBSTITUTIONS:** Wellington, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the specific material and brand quoted in their Bid once awarded. Any substitute shipments will be returned at the bidder's expense. When NO SUBSTITUTION is used in combination with a manufacturer's name, brand name and/or model number that named item is the only item that will be accepted by Wellington.
 - (c) OPEN MARKET PURCHASE:** If to the extent materials and/or services cannot be obtained through successful bidder because of conformity, Wellington may purchase on the open market. Any increase in cost may be charged against the Proposer. Any violation of these stipulations may also result in bidders' Name being removed from the vendor list.

- (d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.
- 7 **MATERIALS/PRODUCTS QUALITY:** Items may be tested for compliance with specifications. Any item delivered, not conforming to specifications, may be rejected and returned at bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.
- 8 **SAMPLES:** Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after Bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the Bid. Unless otherwise indicated, samples should be delivered to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414 or User Department location if given.
- 9 **DEFAULT/FAILURE TO PERFORM:** Wellington shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated. Upon default by the successful bidder to meet any terms of this agreement, the Purchasing Division will notify the bidder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the Purchasing Division notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default: Wellington may terminate the Contract if the Bidder/Contractor/Offeror fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.
- 10 **DELIVERY:** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Transportation of ALL materials/products shall be FOB Destination to any point within thirty (30) days after Wellington places an Order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of Wellington, Monday through Thursday, excluding holidays, unless otherwise specified.
- 11 **INTERPRETATIONS:** Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to The Purchasing Division before Bid opening date with address stated above. Inquiries must reference the date of bid opening and bid number. No interpretation shall be considered binding unless provided in writing by Purchasing Division in response to requests in full compliance with this provision. Bidder must submit to Wellington Purchasing Division at least seven (7) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.
- 12 **DISPUTES:** A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is

upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

- 13 LOBBYING/CONE OF SILENCE:** Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

- 14 AWARDS:** Wellington reserves the right to reject any and all Bids or any portion of any Bid deemed necessary in the best interest of Wellington; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Federal, State, County, Local laws, ordinances, rules and regulations. No bid will be accepted from, nor will any contract be awarded to any person or firm which is in arrears to Wellington upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to Wellington or who has failed to perform faithfully any previous contract with Wellington.

If the Bidder is in default, Wellington, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder for award or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- (a) No bid may be withdrawn for a period of 120 days after time of award by Wellington Council.
- (b) As the best interest of Wellington may require, the right is reserved to make award by individual item, group of items, all or none, or multiple vendors. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive, responsible and determined to provide the overall best Value to Wellington.
- (c) **LOCAL PREFERENCE POLICY:** Preferable consideration is given when awarding contract in accordance with the Wellington's Local Preference Policy found in Chapter 9, of Wellington's Purchasing and Procurement Manual, as amended from time to time. This Preference includes:
 - (1) Western Communities local business with permanent location and headquarters zoned within the boundaries west of the Florida Turnpike, north of Lantana Road, south of Okeechobee Boulevard and U.S. Highway 98, east of Palm Beach County western boundary;
 - (2) Palm Beach County local business with principal permanent location and corporate headquarters within Palm Beach County, Florida.
- (d) Wellington reserves the right to exercise the option to renew a term contract of any successful Bidder(s) to a subsequent optional period; provided that such option is stipulated in the Special Conditions and is contained in any contract ultimately awarded in regard to this Bid.
- (e) Wellington reserves the right to automatically extend any contract for a maximum period not to exceed ninety (90) calendar days in order to provide Wellington user departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded.

(f) While Wellington may determine to award a contract to a Bidder(s) under this Invitation to Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by Wellington. If the Bidder is in default, Wellington, through the Purchasing Division will void its acceptance of the Bidder's offer and may determine to select the second lowest responsive, responsible Bidder or re-solicit Bids. Wellington may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

- 15 BID OPENING:** Bids shall be opened and publicly read at 12300 Forest Hill Blvd, Wellington, Florida 33414 on the date and at the time specified on the Bid Form. All Bids received after that time shall be returned, unopened. It is the bidders' responsibility to assure that his bid is delivered at the proper time and place before time of bid opening.
- 16 LEGAL REQUIREMENTS:** Federal, State, County and Local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by any bidder will in no way be a cause for relief from legal responsibility.
- 17 INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend Wellington, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services caused by the goods provided pursuant to these bid documents and/or resultant contract.
- 18 OSHA:** The bidder warrants that the product and services supplied to Wellington, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and Chapter 442 FL. Statutes, as amended. The failure to comply with these conditions will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.
- 19 SAFETY PRECAUTIONS:** The bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the bidder.
- 20 SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- 21 NON-DISCRIMINATION:** The bidder shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this solicitation. Bidder shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this solicitation, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Bidder shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Bidder's decisions regarding the delivery of goods or services under this solicitation shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

- 22 QUALITY AND CONDITION:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items Bid must be new, unless recycled materials are certified by bidder, the latest model, of the best quality, and highest grade workmanship.
- 23 LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where bidders are required to enter or go onto Wellington property to deliver materials or perform work or services as a result of a Bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all Palm Beach County and Village of Wellington building requirements and the Florida Building Code. The bidder shall be liable for any damages or loss to Wellington occasioned by willful, wanton or gross negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of the Bid.
- 24 BID BONDS, PERFORMANCE BONDS, and CERTIFICATES OF INSURANCE:** If Required Bid Bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. After acceptance of Bid, The Village of Wellington will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. The Village will retain all bid

bonds until the bidder fulfills the terms of the bid. Bidder may withdraw their bid price up to the bid opening. If a bidder withdraws their bid after the bid opening or the successful bidder fails to execute the contract, the bid bond is forfeited, pursuant to Wellington's procurement policy.

- 25 CANCELLATION:** Wellington reserves the rights to cancel in whole or in part this contract by written notice to the contractor at any time and for any reason in accordance with this clause when Wellington determines that it's in the best interest of Wellington. Cancellation shall be in effective the date specified in the notice should any of the following apply:
- (a) The contractor is determined by Wellington to be in breach of any of the terms and conditions of the contract and/or to have failed to perform his/her services in a manner satisfactory to Wellington. An equitable adjustment in the contract price shall be made for completed service. No consideration will be given for anticipated loss of revenue or the canceled portions of the contract.
 - (b) Wellington has determined that such cancellation will be in the best interest of Wellington to cancel the contract for its own convenience.
 - (c) Funds are not available to cover the cost of the services. Wellington's obligation is contingent upon the availability of appropriate funds.
- 26 INVOICING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to Accounts Payable at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods, less deductions if any, as provided. Failure to follow these instructions may result in delay in processing invoices for payment. **PURCHASE ORDERS.** Commodities or services are ordered by Wellington via purchase order; Contractor shall not deliver or furnish products until Wellington transmits a purchase order unless alternate payment arrangements are made. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to Wellington. **PAYMENT:** Any actual or prospective Bidder, offeror or Contractor who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 98-36 in order to resolve disputed matters or complaints. Payment will be made pursuant to Fla. Stat. § 218.70, Local Government Prompt Payment Act.
- 27 FACILITIES:** Wellington reserves the right to inspect the bidder's facilities at any time with prior notice.
- 28 BID TABULATIONS:** Bidders desiring a copy of the Bid tabulation may request same by enclosing a self-addressed stamped envelope with the Bid. Bid tabulations with recommended awards will be posted for review by interested parties at the Clerk's Office were delivered and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 29 APPLICABLE LAW AND VENUE:** The law of the State of Florida shall govern the contract between Wellington and the successful bidder and any action shall be brought in Palm Beach County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.
- 30 ASSIGNMENT:** The contractor shall not assign, transfer, convey, sublet or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of Wellington, which consent may be withheld.
- 31 LAWS, PERMITS AND REGULATIONS:** The bidder shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulation building code requirements applicable to the work contemplated herein.
- 32 OPTIONAL CONTRACT USAGE BY OTHER GOVERNMENTAL AGENCIES:** If a bidder is awarded a contract as a result of the solicitation, if bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the solicitation and resulting contract. Prices shall be F.O.B. Destination to the requesting agency.
- 33 WARRANTIES OF USAGE:** Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish Wellington's needs as they arise.
- 34 PUBLIC ENTITY CRIMES:** As provided in Fla. Stat. § 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 S.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

35 CONFLICT OF INTEREST: The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

36 NON-COLLUSION: Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Bid list(s).

37 PUBLIC RECORDS: All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announced, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE D. ADDIE AT 561-791-4000, CADDIE@WELLINGTONFL.GOV , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

38 TIE BIDS: If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:

(a) Delivery time – time for performance, if provided in the bid or proposal

(b) Certification of a "Drug Free Workplace Program" which meets the criteria established in F.F., Section 287.087

(c) If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.

39 ADDITION OR DELETION OF TERMS OR CONDITIONS: No addition or deletion of the terms or conditions included with the bid response shall be evaluated or considered and any and all such revisions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.

40. PALM BEACH COUNTY INSPECTOR GENERAL: In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

41. SCRUTINIZED COMPANIES: Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, BIDDER certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, BIDDER further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers,

subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that BIDDER has submitted a false certification, the Village may terminate Contract and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

42. **E-verify. Compliance with F.S. 448.095** Wellington requires all contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.

THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Pace Analytical Services, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.
2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.
3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
5. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.
6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
- A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
- B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
17. The Employer acknowledges that the information it receives from SSA through its Web Services E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.
2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.
3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.
4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.
14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.
15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.
17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
 - A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.
 - B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.
20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology - Security Techniques - Code of Practice for Information Security Management.
6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.
10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;
6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
 - A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
 - B. NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.
6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.
3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

- C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.
- E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Pace Analytical Services, LLC (Employer) hereby designates and appoints Jamie Dotson (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:1215852

Client Company ID Number:1372953

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent ADP, LLC.	
Name (Please Type or Print)	Title
Jamie Dotson	
Signature	Date
Electronically Signed	December 19, 2019
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Company ID Number:1215852

Client Company ID Number:1372953

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Pace Analytical Services, LLC
Company Facility Address	1800 Elm Street Southeast Minneapolis, MN 55414
Company Alternate Address	1800 Elm Street Southeast Minneapolis, MN 55414
County or Parish	Hennepin
Employer Identification Number	41-1821617
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	102

Company ID Number:1215852

Client Company ID Number:1372953

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Minnesota	8
Alabama	3
North Carolina	7
Michigan	3
West Virginia	3
Wisconsin	5
Ohio	3
Florida	6
Louisiana	3
New York	3
Illinois	3
Kansas	3
Oregon	1
Indiana	2
California	3
Idaho	1
Missouri	3
Arizona	1
Texas	8
South Carolina	6
Tennessee	3
Virginia	3
Pennsylvania	4
Colorado	3
Montana	1
Oklahoma	1
Kentucky	5
Washington	1
Georgia	1
Utah	1
Wyoming	3
New Jersey	1

Company ID Number:1215852

Client Company ID Number:1372953

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Briana Kottke
Phone Number	(612) 270-8635
Fax Number	
Email Address	briana.kottke@pacelabs.com

SPECIAL TERMS AND CONDITIONS

PURPOSE: The purpose and intent of this invitation to bid is to secure firm fixed pricing and establish a term contract for the **Annual Lab Analyses** as specified herein.

TERM OF CONTRACT: The term of the contract shall be for three (3) years from date of award, and by mutual agreement between Wellington and the awardee(s), be renewable for two (2) additional one (1) year periods. Wellington reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of two (2) one (1) year renewals.

Annual renewals will be based upon mutual agreement between Wellington and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from Wellington, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

ESCALATION AND DE-ESCALATION DURING RENEWAL: Upon the anniversary date of each renewal period, the awarded vendor may submit a requested price increase per individual item unit cost to the Purchasing Division in writing, ninety (90) days prior to the renewal period. Wellington will consider such price increase based on the most recent Consumer Price Index and/or proof of a manufacturer's price increase. If the most recent CPI or market reflects a de-escalation of prices, the successful bidder will extend such prices.

Wellington reserves the right to accept or reject the price increase and may choose to re-bid the contract if it is deemed to be in the best interest of Wellington. The contract will be extended 90 days beyond the contract expiration date, if needed. Bidders agree to this extension when they sign their bid document for the initial period.

Orders will be placed to the successful bidder(s) on an as-needed when-needed basis to meet Wellington's usage requirements. Wellington reserves the right to order as and when required. No delivery shall become due to be acceptable without a purchase order by Wellington.

METHOD OF AWARD: Successful Bidder awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level.

Once opened, the bids will be tabulated and evaluated by Wellington before recommendation and/or notice of intent to award. Wellington, in its sole discretion, reserves the right to accept or reject any or all bids for any reason whatsoever. Wellington further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of Wellington to award the bid to the lowest bidder, or any bidder. Wellington reserves the right to make the award to a responsible bidder submitting a responsive bid most advantageous and in the best interest of Wellington. Wellington shall be the sole judge of the bids and Wellington's decision shall be final.

Wellington intends to award a contract to the lowest, responsive, responsible total lump sum bidder for the material specified within this bid document, taking into consideration experience, staffing, equipment, materials, references and past performance. **In case of disputes in the award of the contract, the decision of Wellington shall be final and binding on both parties.** NOTE: NO CONTRACT SHALL BECOME EFFECTIVE UNLESS AND UNTIL IT HAS BEEN COMPLETELY EXECUTED BY BOTH PARTIES.

WORK AUTHORIZATION/PLACING ORDERS: Orders shall strictly be based on Wellington's Unit Price Schedule (Schedule of Values). Bidders must bid on all individual line items as outlined in the Bid form. Failure to not bid on all items will be a basis for disqualification.

PAYMENT: Payment will be made upon receipt and acceptance of the complete unit(s). No down or partial down payments will be made.

All bid prices must include freight prepaid to location specified on purchase order in Wellington, Florida.

DELIVERY: Bidder shall notify Wellington of any delays for deliveries lasting more than sixty (60) minutes. Wellington seeks a source of supply that will provide accurate and timely deliveries. The awarded bidder(s) must adhere to delivery schedules. If, in the opinion of a designated Wellington representative (project manager or supervisor), the successful bidder(s) fail at any time to meet the requirements herein, including delivery requirements, then the contract may be cancelled upon written notice. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions).

PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT: If the bidder(s) is awarded a contract under this solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the term of contract; provided, however, that the bidder may offer incentive discounts from the fixed price to Wellington at any time during the contractual term.

INSURANCE: The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:
(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
400 Oceangate, Suite 450
Long Beach, CA 90802

Email: VOW@instracking.com or
Facsimile: +1 (562) 435-2999

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy.

Bidders must submit with their bid proof of insurance meeting or exceeding the following requirements or a letter of intent, to provide the following requirements if awarded the contract:

- Worker's Compensation Insurance – as required by law. The Village of Wellington will not accept filed certificates of exemption forms for Worker's Compensation Insurance. This policy must include Employer's Liability with the following limits - \$500,000 for accident, \$500,000 disease policy limit, and \$500,000 disease each employee
- General Liability Insurance - \$500,000 general aggregate, \$500,000 per person, \$500,000 each occurrence and \$500,000 per accident for bodily injury
- Automobile Liability Insurance for owned vehicles, non-owned vehicles & hired vehicles – coverage shall provide minimum limits of liability of \$500,000 per accident Combined Single Limit for Bodily Injury and Property Damage. This coverage shall be an "Any Auto" type policy.

The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. The successful bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the Village of Wellington as additional insured.

CONTACT PERSON: For any additional information regarding the specifications and requirements of this bid, contact: Maria Miserendino mmiserendino@wellingtonfl.gov 561-791-4154.

BID CLARIFICATION: Any questions or clarifications concerning this Bid shall be submitted in writing by mail, facsimile or email to the Purchasing Division, 12300 Forest Hill Blvd, Wellington, Florida 33414, EMAIL mmiserendino@wellingtonfl.gov. The bid title/number shall be referenced on all correspondence. All questions must be received no later than stated in this BID TIMELINE. All responses to questions/clarifications will be communicated in the form of an addendum or Request for information (RFI). NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

GUARANTEE: The successful bidder will be required to guarantee all products supplied to be in compliance with the specifications. **Any and all deliveries of products found not to be in compliance must be removed immediately and replaced at bidder's expense.**

WARRANTY: Unit(s) to have full factory warranty. No demonstrators, etc., will be accepted. Manufacturer's warranty information must be submitted with Bid Form.

PRODUCT/CATALOG INFORMATION: All bidders must submit catalog/product and specification information on the unit(s) they propose to furnish on this ITB. Failure to submit such information will result in rejection of your bid.

COMPLETE PROJECT REQUIRED: These specifications describe the type of product required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the bidder from furnishing or delivering where required by any part of these specifications to the satisfaction of Wellington.

BID SUBMITTAL: All bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids may be considered "Non-Responsive" if the required information is not submitted by the date and time specified. Before submitting bid, each bidder shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Division.

LATE BIDS: The Wellington cannot be responsible for bids received after opening time and encourages early submittal.

EXCEPTIONS TO SPECIFICATIONS: Exceptions to the specifications shall be listed on the Bid Form and shall reference the section. Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.

COMPLETE INFORMATION REQUIRED ON BID FORM: All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid proposal, the ORIGINAL AND A PDF (CD) COPY of the Invitation for Bid and Bid Form pages must be returned, properly completed, in a sealed envelope as outlined in the first paragraph of General Conditions.

ESTIMATED QUANTITIES: Quantities stated are for bidders' guidance only and no guarantee is given or implied as to quantities that will be used during the contract period. Said estimated quantities will be used by Wellington for the purpose of evaluating the low bidder meeting specifications

SUBCONTRACTORS: Bidder shall submit a list of the names of the subcontractors proposed for any portions of the Work. The names, addresses, phone and fax numbers must be listed on the "Questionnaire" included in this Bid document. Wellington reserves the right to approve any subcontractor(s) named and to recommend subcontractor(s) prior to award. No Bidder shall be required to employ any subcontractor against whom he has reasonable objection.

ACCEPTANCE: Delivery of the unit(s) and product to Wellington does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the unit(s) and product meets contract specifications and conditions. The unit(s) and product will be inspected and accepted by the using Department. Unit(s) and product must be in conformance with the specifications and that the engineering materials and workmanship exhibit a level of quality and appearance consistence with or exceeding industry standards. It will be the responsibility of the successful bidder to pick up any unit(s) found unacceptable. After notification, the successful bidder will have five (5) working days to respond and make the necessary

arrangement to pick up unit(s), and to redeliver same in five (5) working days after date of pick up. Units not in compliance with bidder specifications are not eligible for, or considered delivered until corrections have been accomplished and in compliance.

SPECIFICATIONS

SCOPE OF WORK:

Wellington is seeking a certified testing laboratory to provide analysis for the Utility and Public Works Departments. Sample matrix include: drinking water, groundwater, surface water, wastewater, sludge, and sediments. Samples are either collected by Wellington personnel or by the contract laboratory as indicated. Sample locations could be anywhere within the boundaries of the Village of Wellington or the Acme Improvement District. Laboratories shall provide all labor, expertise, licenses, certifications, facilities, materials, equipment, tools, vehicles, and insurance to complete the work.

QUALIFICATIONS:

- 1) Laboratories must be NELAC certified in the State of Florida pursuant to Chapter 64E-1 of the Florida State Statutes.
- 2) Laboratories must have the necessary registrations and licenses to conduct business in the State of Florida.
- 3) Laboratories must be located within 2 hours (drive time) from the Village of Wellington.
- 4) Laboratories must have the capability and certification to perform all analyses listed in the Invitation to Bid.
- 5) Laboratories must employ and use analysts that have documented demonstrations of capability on file for the analyses they perform.

REQUIREMENTS:

- 1) All work must be performed in a professional manner in accordance with FDEP/FDoH/NELAP/NELAC standards and protocols.
- 2) All work must be performed in a timely and ethical manner.
- 3) All results must be reported to Wellington in a timely manner and within the standard turn-around-time defined in the Questionnaire.
- 4) Subcontract laboratories, if used, must be certified for the analyses performed. Supply subcontractor information in the Questionnaire section as directed in the Special Terms and Conditions section.
- 5) Bid pricing must include courier service (or pre-paid overnight freight), bottle kits, and coolers.

SPECIFIC REQUIREMENTS:

A) Section A – Wellington Water Reclamation Facility (WRF) Analysis (Utilities)

- 1) Samples are picked up at Wellington's Microbiology Lab at 1100 Wellington Trace, Wellington, FL 33414 or, if instructed in advance, at the WRF located at 11860 Pierson Road, Wellington, FL 33414.
- 2) Reporting Requirements: Email reports and invoices to the following Wellington personnel; WRF Superintendent, Wellington Regulatory Compliance Manager, and Wellington Laboratory Quality Manager.
- 3) The following projects require low level detection limits. If these are not achievable, indicate the lab's current MDL capability.

Section A Project	Low Level MDL	Pace MDL
Reuse Effluent TSS (Daily)	1.0 mg/L	Meet

B) Section B – Wellington Water Treatment Facility (WTF) Analysis (Utilities)

- 1) Samples are picked up at Wellington's Microbiology Lab at 1100 Wellington Trace, Wellington, FL 33414 or, if instructed in advance, at the WRF located at 11860 Pierson Road, Wellington, FL 33414.
- 2) Reporting requirements: Email reports and invoices to WTF Superintendent, Wellington Regulatory Compliance Manager, and Wellington Laboratory Quality Manager.
- 3) The following projects in Section B must also receive report results in DEP Drinking Water Format;
 - Stage 2 Disinfection Byproducts (Quarterly)
 - Annual POE
 - Lead and Copper Samples
 - Primary Inorganics (POE Triennial)

- Secondary Inorganics (POE Triennial)
 - VOCs (POE Triennial)
 - SOC's (POE Triennial)
 - Radiochemistry (POE)
- 4) The following projects require low level detection limits. If these are not achievable, indicate the lab's current MDL capability.

Section B Project / Test	Low Level MDL
Lab DI Monthly / Silica	≤ 0.10
Lab DI Monthly / T.O.C.	≤ 0.10
Lab DI Semi-Annual / Use Test (Student's t)	$\leq \pm 2.78$

C) Section C – Wellington Public Works Department Analysis

- 1) Samples are collected and analyzed by selected contract laboratory.
- 2) Reporting requirements: a) Email reports and invoices to the Village Engineer. b) ESP results are also uploaded directly to SFWMD via EDD DbHydro.
- 3) Following are sampling requirements for the Everglades Stormwater Program (ESP) by Village of Wellington permit;
 - Collections are rain event driven and can occur at inconvenient times.
 - Requests are made via email or telephone call to the Lab's designated Project Manager
 - Collections are expected to occur within 24 hours of request.
 - Collection events might occur on weekends or holidays in order to comply with our permit obligation.
- 4) The Basin B Bi-weekly project samples are collected every other Wednesday and may be moved either forward or backward one day to accommodate holidays or other scheduling conflicts.
- 5) The following tests require low level detection limits. If these are not achievable, indicate the lab's current MDL capability.

Section C Test	Low Level MDL, mg/L
Total Phosphorus (TP)	≤ 0.004
Orthophosphate (OPO4)	≤ 0.004
Total Suspended Solids (TSS)	≤ 3.0
Chloride (Cl ⁻)	≤ 1.0
Total Kjeldahl Nitrogen (TKN)	≤ 0.090
Ammonia (NH ₃)	≤ 0.020
Nitrate + Nitrite (NO _x)	≤ 0.005

Section D – Field Services

- 1) For the Utility sections (A & B), supply regular Field charges as well as fees for weekend or holiday. These are informational and for emergency purposes. Do not add these totals to the final bid.

Email addresses and contact information for key Wellington personnel will be given after contract has been awarded. Any and all questions related to this bid shall be directed to the Purchasing Department.

- Secondary Inorganics (POE Triennial)
 - VOCs (POE Triennial)
 - SOC's (POE Triennial)
 - Radiochemistry (POE)
- 4) The following projects require low level detection limits. If these are not achievable, indicate the lab's current MDL capability.

Section B Project / Test	Low Level MDL, units	Pace MDL
Lab DI Monthly / Silica	≤ 0.10 mg/L	Meet
Lab DI Monthly / T.O.C.	≤ 0.10 mg/L	0.5 mg/L
Lab DI Semi-Annual / Use Test (Student's t)	$\leq \pm 2.78$	N/A-Statistical Value

C) Section C – Wellington Public Works Department Analysis

- 1) Samples are collected and analyzed by selected contract laboratory.
- 2) Reporting requirements: a) Email reports and invoices to the Village Engineer. b) ESP results are also uploaded directly to SFWMD via EDD DbHydro.
- 3) Following are sampling requirements for the Everglades Stormwater Program (ESP) by Village of Wellington permit;
 - Collections are rain event driven and can occur at inconvenient times.
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- 5) The following tests require low level detection limits. If these are not achievable, indicate the lab's current MDL capability.

Section C Test	Low Level MDL, mg/L	Pace MDL
Total Phosphorus (TP)	≤ 0.004	Meet
Orthophosphate (OPO4)	≤ 0.004	Meet
Total Suspended Solids (TSS)	≤ 3.0	5.0 mg/L
Chloride (Cl ⁻)	≤ 1.0	2.5 mg/L
Total Kjeldahl Nitrogen (TKN)	≤ 0.090	Meet
Ammonia (NH ₃)	≤ 0.020	0.035 mg/L
Nitrate + Nitrite (NOx)	≤ 0.005	0.033 mg/L

Section D – Field Services

- 1) For the Utility sections (A & B), supply regular Field charges as well as fees for weekend or holiday. These are informational and for emergency purposes. Do not add these totals to the final bid.

Email addresses and contact information for key Wellington personnel will be given after contract has been awarded. Any and all questions related to this bid shall be directed to the Purchasing Department.

BID PROPOSAL CHECKLIST

Note: Please submit your bid in this order for electronic and paper bids.

YES ☒ NO ☐ 1. Bid submittal – If submitting a paper bid → one (1) original and one (1) PDF (CD) copy or flash drive

YES ☒ NO ☐ 2. Bid Cover Page

YES ☒ NO ☐ 3. Acknowledgment of addendums (if any)

YES ☒ NO ☐ 4. Bid Submittal

YES ☒ NO ☐ 5. Schedule of Value

YES ☒ NO ☐ 6. Questionnaire

YES ☒ NO ☐ 7. Drug Free Workplace

YES ☒ NO ☐ 8. Sworn Statement under Section 287.133(3) (a)

YES ☒ NO ☐ 9. Certification Pursuant To Florida Statute § 215.4725

YES ☒ NO ☐ 10. Wellington Local Preference Form

YES ☒ NO ☐ 11. Conflict of Interest

YES ☒ NO ☐ 12. Non-Collusion Affidavit

YES ☒ NO ☐ 13. Insurance Certificates

YES ☒ NO ☐ 14. Copy of Appropriate Licenses

YES ☒ NO ☐ 15. E-Verify Memorandum of Understanding (MOU)

BID SUBMITTAL

To:

Village of Wellington

12300 Forest Hill Blvd.

Wellington, Florida 33414

Pace Analytical Services, LLC

(Vendor)

agrees to provide material for the Annual Lab Analyses in accordance with the requirements and specifications of the Bid Documents for the Village of Wellington as specified.

Gentlemen:

The undersigned Bidder has carefully examined the Specification requirements, Bid/Contract Documents and is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done.

The undersigned agrees to provide the service called for by the Specifications and Bid Documents, in the manner prescribed therein and to the standards of quality and performance established by the Wellington for the Bid price stated in the spaces herein provided.

The undersigned agrees to the right of the Wellington to hold all Bids and Bid guarantees for a period not to exceed one hundred and twenty (120) days after the date of Bid opening stated in the Invitation to Bid.

The undersigned accepts the invoicing and payment policies specified in the Bid.



Contractor's Signature

Dated this 17 day of September, 2021

(Month)

(Year)

SCHEDULE OF VALUES

The following items have been developed to allow the OWNER to evaluate the bids. The OWNER shall use the individual unit costs for each scope of work and does not guarantee that estimated quantities shown will be utilized in full. The OWNER shall utilize all or some of these items for each scope of work as the OWNER deems necessary.

BIDDER shall use Attachment #1 (Excel File) when submitting their bid.

BIDDER/CONTRACTOR understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner. The Schedule of Values is provided for the purpose of Bid Evaluation and when initiated by Wellington, the pricing of change orders. Contractor's price will not be adjusted to reflect any deviation from the Schedule of Values, except to the extent that Wellington changes the scope of Project after the Contract Date.

Quantities listed on the Schedule of Values are estimates only and are not to be construed as guaranteed work quantities. Bids will be evaluated based upon the total contract price. Balance of pricing shall be considered by OWNER in determining lowest, responsive, responsible bidder. CONTRACTORS/BIDDERS shall submit balanced bids.

OWNER reserves the right to award to one or multiple vendors.

Section A			
Water Reclamation Facility Analyses (Utilities)			
Project Name & Parameter	Estimated Annual Quantity	Unit Price	Extended Price
Reuse Effluent (Daily)			
Total Suspended Solids (TSS)	208	\$ 7.00	\$ 1,456.00
	Total		\$ 1,456.00
Weekly Composite			
Carbonaceous Biochemical Oxygen Demand (CBOD)	104	\$ 16.00	\$ 1,664.00
Total Suspended Solids (TSS)	104	\$ 7.00	\$ 728.00
	Total		\$ 2,392.00
Effluent (Monthly)			
Total Phosphorus (TP)	12	\$ 8.00	\$ 96.00
Total Kjeldahl Nitrogen (TKN)	12	\$ 13.00	\$ 156.00
Nitrate (NO ₃)	12	\$ 6.00	\$ 72.00
Nitrate + Nitrite (NO _x)	12	\$ 8.00	\$ 96.00
Total Nitrogen (Calc: TKN + NO _x)	12	\$ 1.00	\$ 12.00
	Total		\$ 432.00
Sludge (Monthly)			
Arsenic (As), mg/kg	12	\$ 7.00	\$ 84.00
Cadmium (Cd), mg/kg	12	\$ 7.00	\$ 84.00
Chromium (Cr), mg/kg	12	\$ 7.00	\$ 84.00
Copper (Cu), mg/kg	12	\$ 7.00	\$ 84.00
Lead (Pb), mg/kg	12	\$ 7.00	\$ 84.00
Molybdenum (Mo), mg/kg	12	\$ 7.00	\$ 84.00
Nickel (Ni), mg/kg	12	\$ 7.00	\$ 84.00
Potassium (K), % (w/w)	12	\$ 7.00	\$ 84.00
Selenium (Se), mg/kg	12	\$ 7.00	\$ 84.00
Zinc (Zn), mg/kg	12	\$ 7.00	\$ 84.00
Mercury (Hg), mg/kg	12	\$ 12.00	\$ 144.00
% Moisture	12	\$ 1.00	\$ 12.00
Total Solids (%)	12	\$ 1.00	\$ 12.00
Fecal Coliform, MPN/g	12	\$ 75.00	\$ 900.00
pH	12	\$ 8.00	\$ 96.00
Total Nitrogen, Soil (%)	12	\$ 3.00	\$ 36.00
Total Kjeldahl Nitrogen (TKN, mg/kg)	12	\$ 18.00	\$ 216.00
Nitrate + Nitrite (NO _x , mg/kg)	12	\$ 10.00	\$ 120.00
Total Phosphorus (TP), % (w/w)	12	\$ 12.00	\$ 144.00
	Total		\$ 2,520.00
Monitoring Wells (Quarterly)			
Total Phosphorus (TP)	12	\$ 8.00	\$ 96.00
Nitrate (NO ₃)	12	\$ 6.00	\$ 72.00
Total Dissolved Solids (TDS)	12	\$ 8.00	\$ 96.00

Chloride (Cl ⁻)	12	\$ 6.00	\$ 72.00
Sulfate (SO ₄)	12	\$ 6.00	\$ 72.00
Turbidity	12	\$ 7.00	\$ 84.00
Arsenic (As)	12	\$ 6.00	\$ 72.00
Cadmium (Cd)	12	\$ 6.00	\$ 72.00
Chromium (Cr)	12	\$ 6.00	\$ 72.00
Lead (Pb)	12	\$ 6.00	\$ 72.00
	Total		\$ 780.00
WW-049231-UIC (Monthly)			
Total Phosphorus (TP)	36	\$ 8.00	\$ 288.00
Ammonia (NH ₃)	36	\$ 8.00	\$ 288.00
Total Kjeldahl Nitrogen (TKN)	36	\$ 13.00	\$ 468.00
Total Dissolved Solids (TDS)	36	\$ 8.00	\$ 288.00
Chloride (Cl ⁻)	36	\$ 6.00	\$ 216.00
Sulfate (SO ₄)	36	\$ 6.00	\$ 216.00
Nitrate (NO ₃)	12	\$ 6.00	\$ 72.00
	Total		\$ 1,836.00
WW-049231-UIC (Quarterly)			
Bicarbonate Alkalinity	24	\$ 9.00	\$ 216.00
Calcium (Ca)	24	\$ 6.00	\$ 144.00
Iron (Fe)	24	\$ 6.00	\$ 144.00
Magnesium (Mg)	24	\$ 6.00	\$ 144.00
Potassium (K)	24	\$ 6.00	\$ 144.00
Sodium (Na)	24	\$ 6.00	\$ 144.00
	Total		\$ 936.00
WW-049231-UIC (Annual) – FAC 62-550 Table 1 Primary Inorganics (Composite)			
Antimony (Sb)	5	\$ 6.00	\$ 30.00
Arsenic (As)	5	\$ 6.00	\$ 30.00
Barium (Ba)	5	\$ 6.00	\$ 30.00
Beryllium (Be)	5	\$ 6.00	\$ 30.00
Cadmium (Cd)	5	\$ 6.00	\$ 30.00
Chromium (Cr)	5	\$ 6.00	\$ 30.00
Lead (Pb)	5	\$ 6.00	\$ 30.00
Mercury (Hg)	5	\$ 12.00	\$ 60.00
Nickel (Ni)	5	\$ 6.00	\$ 30.00
Selenium (Se)	5	\$ 6.00	\$ 30.00
Sodium (Na)	5	\$ 6.00	\$ 30.00
Thallium (Tl)	5	\$ 6.00	\$ 30.00
Nitrate (NO ₃)	5	\$ 6.00	\$ 30.00
Nitrite (NO ₂)	5	\$ 6.00	\$ 30.00
Nitrate + Nitrite (NO _x)	5	\$ 8.00	\$ 40.00
Cyanide (CN)	5	\$ 18.00	\$ 90.00
Fluoride (F ⁻)	5	\$ 6.00	\$ 30.00
Asbestos	5	\$ 120.00	\$ 600.00
	Total		\$ 1,210.00

WW-049231-UIC (Annual) – FAC 62-550 Table 6 Secondary Inorganics (Composite)			
Aluminum (Al)	5	\$ 6.00	\$ 30.00
Copper (Cu)	5	\$ 6.00	\$ 30.00
Iron (Fe)	5	\$ 6.00	\$ 30.00
Manganese (Mn)	5	\$ 6.00	\$ 30.00
Silver (Ag)	5	\$ 6.00	\$ 30.00
Zinc (Zn)	5	\$ 6.00	\$ 30.00
Chloride (Cl ⁻)	5	\$ 6.00	\$ 30.00
Sulfate (SO ₄)	5	\$ 6.00	\$ 30.00
Color	5	\$ 5.00	\$ 25.00
Odor	5	\$ 20.00	\$ 100.00
Total Dissolved Solids (TDS)	5	\$ 8.00	\$ 40.00
MBAS (Foaming Agents)	5	\$ 40.00	\$ 200.00
	Total		\$ 605.00
WW-049231-UIC (Annual) – FAC 62-550 Table 2 Disinfection Residual (Grab)			
Chloramines (Mono & Di)	5	\$ 10.00	\$ 50.00
Chlorine Dioxide, as ClO ₂	5	\$ 10.00	\$ 50.00
	Total		\$ 100.00
WW-049231-UIC (Annual) – FAC 62-550 Table 3 Disinfection Byproducts			
524.2 Total Trihalomethane (TTHM)	5	\$ 25.00	\$ 125.00
552 Haloacetic Acid (HAA5)	5	\$ 60.00	\$ 300.00
Bromate	5	\$ 12.00	\$ 60.00
Chlorite	5	\$ 12.00	\$ 60.00
	Total		\$ 545.00
WW-049231-UIC (Annual) – FAC 62-550 Table 4 – VOCs (Grab)			
Method 524.2 List	5	\$ 60.00	\$ 300.00
	Total		\$ 300.00
WW-049231-UIC (Annual) – FAC 62-550 Table 5 - SOCs			
504 EDB & DBCP Pesticides	5	\$ 25.00	\$ 125.00
508.1 or 525.3 Organochlorine Pesticides / PCB	5	\$ 70.00	\$ 350.00
515.3 Chlorinated Herbicides	5	\$ 80.00	\$ 400.00
525.2 Base Neutral Ext.	5	\$ 95.00	\$ 475.00
531.1 or 531.2 Carbamates	5	\$ 50.00	\$ 250.00
547 Glyphosate (Round Up)	5	\$ 50.00	\$ 250.00
548 Endothall	5	\$ 55.00	\$ 275.00
549 Diquat / Paraquat	5	\$ 55.00	\$ 275.00
1613 TCDD (Dioxin)	5	\$ 200.00	\$ 1,000.00
	Total		\$ 3,400.00
WW-049231-UIC (Annual) – FAC 62-550 Radionuclides (Composite)			
Gross Alpha	5	\$ 30.00	\$ 150.00
Radium 226/228 (Ra 226/228)	5	\$ 110.00	\$ 550.00
Uranium (U)	5	\$ 80.00	\$ 400.00

Strontium-90 (Sr-90)	5	\$ 80.00	\$ 400.00
	Total		\$ 1,500.00
WW-049231-UIC (Annual) Additional Analytes (Composite)			
Total Kjeldahl Nitrogen (TKN)	5	\$ 13.00	\$ 65.00
Ammonia (NH ₃)	5	\$ 8.00	\$ 40.00
Organic Nitrogen (Calc. TKN + NO _x)	5	\$ 22.00	\$ 110.00
Total Phosphorus (TP)	5	\$ 8.00	\$ 40.00
Chemical Oxygen Demand (COD)	5	\$ 14.00	\$ 70.00
Biochemical Oxygen Demand (BOD)	5	\$ 16.00	\$ 80.00
Conductivity	5	\$ 5.00	\$ 25.00
8270	5	\$ 150.00	\$ 750.00
Fecal Coliform, SM9222D	5	\$ 40.00	\$ 200.00
	Total		\$ 1,380.00
Effluent (Biennial)			
Giardia	5	\$ 250.00	\$ 1,250.00
Cryptosporidium	5	\$ 250.00	\$ 1,250.00
	Total		\$ 2,500.00
Effluent (Annual Conditional)			
FAC 62-550 DW Tables 1-6 (No Asbestos or Dioxin)	5	\$ 1,060.00	\$ 5,300.00
Gross Alpha	5	\$ 30.00	\$ 150.00
Radium 226 / 228	5	\$ 110.00	\$ 550.00
	Total		\$ 6,000.00
Sludge (Annual Conditional)			
Full TCLP (Metals; As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	5	\$ 100.00	\$ 500.00
8260	5	\$ 90.00	\$ 450.00
8270	5	\$ 150.00	\$ 750.00
8081 Pesticides	5	\$ 90.00	\$ 450.00
8082 PCBs	5	\$ 55.00	\$ 275.00
8150 Herbicides	5	\$ 120.00	\$ 600.00
	Total		\$ 3,025.00
SECTION A - TOTAL PRICE		\$	30,917.00

Section B			
Water Treatment Facility Analyses (Utilities)			
Project Name & Parameter	Estimated Annual Quantity	Unit Price	Extended Price
Fluoride (Semi-monthly)			
Fluoride (F ⁻)	48	\$ 6.00	\$ 288.00
	Total		\$ 288.00
Membrane Warranty (Monthly)			
Barium (Ba)	12	\$ 6.00	\$ 72.00
Calcium (Ca)	12	\$ 6.00	\$ 72.00
Iron (Fe)	12	\$ 6.00	\$ 72.00
Potassium (K)	12	\$ 6.00	\$ 72.00
Silica (SiO ₂)	12	\$ 6.00	\$ 72.00

Sodium (Na)	12	\$ 6.00	\$ 72.00
Strontium (Sr)	12	\$ 6.00	\$ 72.00
Bicarbonate Alkalinity	12	\$ 9.00	\$ 108.00
Total Dissolved Solids (TDS)	12	\$ 8.00	\$ 96.00
Chloride (Cl ⁻)	12	\$ 6.00	\$ 72.00
Sulfate (SO ₄)	12	\$ 6.00	\$ 72.00
	Total		\$ 852.00
Stage 2 Disinfection Byproducts (Quarterly) (FAC62-550 Table 3)			
Total Trihalomethanes, (TTHMs)	16	\$ 25.00	\$ 400.00
Haloacetic Acids (HAA5)	16	\$ 60.00	\$ 960.00
	Total		\$ 1,360.00
Informational T.O.C. (Quarterly)			
Total Organic Carbon (TOC)	12	\$ 18.00	\$ 216.00
	Total		\$ 216.00
ECR II Wells (Semi-Annual)			
Calcium (Ca)	36	\$ 6.00	\$ 216.00
Color	36	\$ 5.00	\$ 180.00
Conductivity	36	\$ 5.00	\$ 180.00
Chloride (Cl ⁻)	36	\$ 6.00	\$ 216.00
Iron (Fe)	36	\$ 6.00	\$ 216.00
Total Dissolved Solids (TDS)	36	\$ 8.00	\$ 288.00
Nitrate (NO ₃)	36	\$ 6.00	\$ 216.00
Total Hardness	36	\$ 10.00	\$ 360.00
	Total		\$ 1,872.00
Wells Informational (Semi-Annual)			
Fluoride (F ⁻)	36	\$ 6.00	\$ 216.00
Arsenic (As)	36	\$ 6.00	\$ 216.00
	Total		\$ 432.00
WP-2009-008 (Semi-Annual)			
8270	5	\$ 160.00	\$ 800.00
8260	5	\$ 70.00	\$ 350.00
8015 Ethylene Glycol	5	\$ 120.00	\$ 600.00
TRPH by FL PRO	5	\$ 48.00	\$ 240.00
	Total		\$ 1,990.00
WP-1989-013 (Semi-Annual)			
8270	5	\$ 160.00	\$ 800.00
8015 Ethylene Glycol	5	\$ 120.00	\$ 600.00
TRPH by FL PRO	5	\$ 48.00	\$ 240.00
	Total		\$ 1,640.00
PFAS (Semi-Annual)			
EPA 533 or 537	40	\$ 199.00	\$ 7,960.00
	Total		\$ 7,960.00
Annual POE (FAC 62-550)			
Nitrate (NO ₃)	5	\$ 6.00	\$ 30.00
Nitrite (NO ₂)	5	\$ 6.00	\$ 30.00

Nitrate + Nitrite, NO _x (Calc.)	5	\$ 12.00	\$ 60.00
	Total		\$ 120.00
Lead and Copper Rule (40 CFR Part 141, Subpart I)			
Lead (Pb)	120	\$ 8.00	\$ 960.00
Copper (Cu)	120	\$ 8.00	\$ 960.00
	Total		\$ 1,920.00
Primary Inorganics (Triennial POE) FAC 62-550, Table 1			
Antimony (Sb)	5	\$ 6.00	\$ 30.00
Arsenic (As)	5	\$ 6.00	\$ 30.00
Barium (Ba)	5	\$ 6.00	\$ 30.00
Beryllium (Be)	5	\$ 6.00	\$ 30.00
Cadmium (Cd)	5	\$ 6.00	\$ 30.00
Chromium (Cr)	5	\$ 6.00	\$ 30.00
Lead (Pb)	5	\$ 6.00	\$ 30.00
Mercury (Hg)	5	\$ 12.00	\$ 60.00
Nickel (Ni)	5	\$ 6.00	\$ 30.00
Selenium (Se)	5	\$ 6.00	\$ 30.00
Sodium (Na)	5	\$ 6.00	\$ 30.00
Thallium (Tl)	5	\$ 6.00	\$ 30.00
Nitrate (NO ₃)	5	\$ 6.00	\$ 30.00
Nitrite (NO ₂)	5	\$ 6.00	\$ 30.00
Nitrate + Nitrite (NO _x)	5	\$ 8.00	\$ 40.00
Cyanide (CN)	5	\$ 18.00	\$ 90.00
Fluoride (see also Table 6)	5	\$ 6.00	\$ 30.00
Asbestos	5	\$ 120.00	\$ 600.00
	Total		\$ 1,210.00
Secondary Inorganics (Triennial POE) FAC 62-550, Table 6			
Aluminum (Al)	5	\$ 7.00	\$ 35.00
Copper (Cu)	5	\$ 7.00	\$ 35.00
Iron (Fe)	5	\$ 7.00	\$ 35.00
Manganese (Mn)	5	\$ 7.00	\$ 35.00
Silver (Ag)	5	\$ 7.00	\$ 35.00
Zinc (Zn)	5	\$ 7.00	\$ 35.00
Chloride (Cl ⁻)	5	\$ 6.00	\$ 30.00
Fluoride (see also Table 1)	5	\$ 6.00	\$ 30.00
Sulfate (SO ₄)	5	\$ 6.00	\$ 30.00
Color	5	\$ 5.00	\$ 25.00
Odor	5	\$ 20.00	\$ 100.00
pH	5	\$ 5.00	\$ 25.00
Total Dissolved Solids (TDS)	5	\$ 8.00	\$ 40.00
MBAS (Foaming agents)	5	\$ 35.00	\$ 175.00
	Total		\$ 665.00
VOCs (FAC 62-550 Table 4)			
Triennial POE			
Method 524.2, See FAC Analyte List	5	\$ 60.00	\$ 300.00
	Total		\$ 300.00

SOCs (FAC 62-550 Table 5)			
Triennial POE, See FAC Analytes			
504.1 (Pesticides – EDBs, DBCP)	5	\$ 25.00	\$ 125.00
508.1 or 525.3 (Pesticides)	6	\$ 70.00	\$ 420.00
515.3 (Chlorinated Herbicides)	5	\$ 80.00	\$ 400.00
525.2 (Base Neutral Ext., PAH)	5	\$ 95.00	\$ 475.00
531.1 or 531.2 (HPLC Carbamates)	5	\$ 50.00	\$ 250.00
547 (Glyphosate, Round Up)	5	\$ 50.00	\$ 250.00
548.1 (Endothall)	5	\$ 55.00	\$ 275.00
549.2 (HPLC Paraquat / Diquat)	5	\$ 55.00	\$ 275.00
1613 – TCDD (Dioxin)	5	\$ 200.00	\$ 1,000.00
Total			\$ 3,470.00
Radiochemistry (FAC 62-550)			
Triennial POE			
Gross Alpha	5	\$ 30.00	\$ 150.00
Radium 226, 228 (and Combined)	5	\$ 110.00	\$ 550.00
Uranium (U)	5	\$ 80.00	\$ 400.00
Total			\$ 1,100.00
WT-202658-UIC (Monthly)			
Total Kjeldahl Nitrogen (TKN)	36	\$ 13.00	\$ 468.00
Sulfate (SO ₄)	36	\$ 6.00	\$ 216.00
Chloride (Cl ⁻)	36	\$ 6.00	\$ 216.00
Total Dissolved Solids (TDS)	36	\$ 8.00	\$ 288.00
Total Organic Carbon (TOC)	36	\$ 18.00	\$ 648.00
Total Organic Halogen (TOX)	36	\$ 140.00	\$ 5,040.00
Ammonia (NH ₃)	36	\$ 10.00	\$ 360.00
Nitrate + Nitrate (NO _x)	36	\$ 8.00	\$ 288.00
Total			\$ 7,524.00
WT-202658-UIC (Quarterly)			
Bicarbonate Alkalinity	12	\$ 9.00	\$ 108.00
Calcium (Ca)	12	\$ 6.00	\$ 72.00
Total Iron (Fe)	12	\$ 6.00	\$ 72.00
Magnesium (Mg)	12	\$ 6.00	\$ 72.00
Potassium (K)	12	\$ 6.00	\$ 72.00
Sodium (Na)	12	\$ 6.00	\$ 72.00
Gross Alpha	8	\$ 30.00	\$ 240.00
Radium 226, 228 (and combined)	8	\$ 110.00	\$ 880.00
Uranium (U)	8	\$ 80.00	\$ 640.00
Total			\$ 2,228.00
WT-202658-UIC (Annual) 62-550 Tables			
Table 1 - Primary Inorganic analytes above	5	\$ 114.00	\$ 570.00
Table 2 - Stage 1 Chlorine (Total and Free)	5	\$ 10.00	\$ 50.00
Table 2 - Stage 1 Chloramines (Total, Mono, Di)	5	\$ 10.00	\$ 50.00
Table 2 - Stage 1 Chlorine Dioxide (ClO ₂)	5	\$ 10.00	\$ 50.00
Table 3 - Stage 2 DBP: TTHM 524.2	5	\$ 25.00	\$ 125.00
Table 3 - Stage 2 DBP: HAA5 552.2	5	\$ 60.00	\$ 300.00

Table 3 - Stage 2 DBP: Bromate EPA 300.1	5	\$ 12.00	\$ 60.00
Table 3 - Stage 2 DBP: Chlorite EPA 300.1	5	\$ 12.00	\$ 60.00
Table 4 - VOC analytes above	5	\$ 60.00	\$ 300.00
Table 5 - SOC analytes above	5	\$ 680.00	\$ 3,400.00
Table 6 - Secondary Inorganic analytes above	5	\$ 143.00	\$ 715.00
Gross Alpha (including Ra226 but excluding radon and U)	5	\$ 30.00	\$ 150.00
Combined Radium 226/228	5	\$ 110.00	\$ 550.00
Uranium (U)	5	\$ 80.00	\$ 400.00
	Total		\$ 6,780.00
Lab DI Water QC Testing			
Silica (SiO ₂), Monthly	12	\$ 8.00	\$ 96.00
Total Organic Carbon (TOC), Monthly	12	\$ 18.00	\$ 216.00
Use Test, Quarterly	5	\$ 175.00	\$ 875.00
Cadmium (Cd), Annual	5	\$ 6.00	\$ 30.00
Chromium (Cr), Annual	5	\$ 6.00	\$ 30.00
Copper (Cu), Annual	5	\$ 6.00	\$ 30.00
Nickel (Ni), Annual	5	\$ 6.00	\$ 30.00
Lead (Pb), Annual	5	\$ 6.00	\$ 30.00
Zinc (Zn), Annual	5	\$ 6.00	\$ 30.00
	Total		\$ 1,367.00
Misc. Testing			
Turbidity	5	\$ 7.00	\$ 35.00
Total Alkalinity	5	\$ 9.00	\$ 45.00
EPA 505 (Organohalides)	5	\$ 70.00	\$ 350.00
Strontium-90	5	\$ 70.00	\$ 350.00
Tritium (³ H)	5	\$ 75.00	\$ 375.00
Gross Beta	5	\$ 30.00	\$ 150.00
Total Nitrogen (TN)	5	\$ 22.00	\$ 110.00
Ammonia (NH ₃)	5	\$ 8.00	\$ 40.00
Free Ammonia	5	\$ 12.50	\$ 62.50
Sulfide (S ²⁻)	5	\$ 30.00	\$ 150.00
Hydrogen Sulfide (H ₂ S)	5	\$ 35.00	\$ 175.00
Bromide (Br ⁻)	5	\$ 12.00	\$ 60.00
Chlorate (perchlorate)	5	\$ 130.00	\$ 650.00
Molybdenum (Mo)	5	\$ 6.00	\$ 30.00
Hexavalent Chromium (Cr-6)	5	\$ 22.00	\$ 110.00
Ortho Phosphate (OPO ₄)	5	\$ 8.00	\$ 40.00
Total Phosphorus (P)	5	\$ 8.00	\$ 40.00
Dissolved Organic Carbon (DOC)	5	\$ 23.00	\$ 115.00
Total Coliform / E. Coli (drinking water), P/A methods or MF	5	\$ 25.00	\$ 125.00
	Total		\$ 3,012.50
Specialty Testing – Annual Hormones (EPA Method 539, UCMR3)			
17-β-estradiol (50-28-2)	5	\$ 71.43	\$ 357.15
17-α-ethynylestradiol (57-63-6)	5	\$ 71.43	\$ 357.15
estriol (50-27-1)	5	\$ 71.43	\$ 357.15

equilin (474-86-2)	5	\$ 71.43	\$ 357.15
estrone (53-16-7)	5	\$ 71.43	\$ 357.15
testosterone (58-22-0)	5	\$ 71.43	\$ 357.15
4-androstene-3,17-dione (63-05-8)	5	\$ 71.43	\$ 357.15
	Total		\$ 2,500.05
UCMR 5 (2023) Actual Analytical List Pending			
Lithium (Method 200.7)	5	\$ 49.00	\$ 245.00
29 PFAS (Method 533 and 537.1)	5	\$ 548.00	\$ 2,740.00
Field Reagent Blank (Method 533)	5	\$ 119.00	\$ 595.00
Field Reagent Blank (Method 537.1)	5	\$ 99.00	\$ 495.00
	Total		\$ 4,075.00
SECTION B - TOTAL PRICE			\$ 52,881.55

Section C			
Wellington Public Works Department Analyses			
Project Name & Parameter	Estimated Annual Quantity	Unit Price	Extended Price
Basin B (Bi-weekly)			
Total Phosphorus (TP), Low Level	754	\$ 8.00	\$ 6,032.00
Field Service Hours Estimate	208	\$ 52.00	\$ 10,816.00
	Total		\$ 16,848.00
ESP (Everglades Stormwater Program) (Bi-weekly Rain Dependent)			
Total Suspended Solids (TSS)	96	\$ 7.00	\$ 672.00
Chloride (Cl ⁻)	96	\$ 6.00	\$ 576.00
Total Phosphorus (TP) LL	96	\$ 8.00	\$ 768.00
Orthophosphate (OPO ₄)	96	\$ 8.00	\$ 768.00
Total Kjeldahl Nitrogen (TKN)	96	\$ 13.00	\$ 1,248.00
Ammonia (NH ₃)	96	\$ 8.00	\$ 768.00
Nitrate + Nitrite (NOx)	96	\$ 8.00	\$ 768.00
Field Service Hours Estimate	80	\$ 52.00	\$ 4,160.00
Field Service After Hours Estimate; Weekends or Holidays	30	\$ 104.00	\$ 3,120.00
	Total		\$ 12,848.00
Sediments (Sump & Canal Desilting)			
Total Phosphorus (dry weight)	10	\$ 12.00	\$ 120.00
Percent Moisture	10	\$ 2.00	\$ 20.00
Total % Solids	10	\$ 2.00	\$ 20.00
	Total		\$ 160.00
SECTION C - TOTAL PRICE		\$	29,856.00

Section D			
Field Service Charges (Utilities Emergency)			
Project Name & Parameter	Quantity	Unit Price	Extended Price
Field Services (Hourly Rate)	1	75	\$ 75.00
Field Services (Hourly Rate) Weekend / Holiday	1	150	\$ 150.00

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? 43
2. What is the last project of this nature that you have completed?
Pace Analytical is the incumbent of this contract. We have been supporting Village of Wellington for the past 5 years.
Please also reference Q. #5.
3. Have you ever failed to complete work awarded to you? If so, where and why? No.

4. Name three individuals or corporations for which you have performed work and to which you refer:

Palm Beach County Water Utilities	13026 Jog Rd. Building K Delray Beach, FL 33446	561-638-5053	SWeder@pbwater.com
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>
City of Lake Worth	301 College Street Lake Worth, FL 33460	(561) 586-1636	tsloan@lakeworthbeachfl.gov
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>
Village of Palm Springs	360 Davis Road Palm Springs, Florida 33461	561.965.4022	Tambrose@vpsfl.org
<small>Name</small>	<small>Address</small>	<small>Phone</small>	<small>Email</small>

5. List the following information concerning all contracts in progress as of the date of submission of this bid. (In case of co-venture, list the information for all co-venturers.)

Name of Project	Owner	Total Contract Value	Contracted Date of Completion	% of Completion to Date
Laboratory Services	Palm Beach County	\$156,000	9-18-2021	Over 99%
Outside Laboratory Services	City of Sunrise	\$48,800 (yearly)x 3	May 3rd, 2023	40-45%
Contract 3 16-17-144	City of West Palm Beach	\$115,000	February 8th, 2023	45%

Additional governmental contracts in place available upon request.

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance? Yes.
7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed
EMSL, Inc.	Asbestos - EPA 100.2
Euforins Eaton	EPA 539 - Hormones
Analytical Services, Inc.	Cryptosporidium/ Giardia

8. What equipment do you own that is available for the work? Several.

Equipment Type	Equipment Type
Please see attached list	

9. What equipment will you purchase for the proposed work? None. All equipment in place to perform the scope of work.

7.5 Appendix E: Equipment Listing

The equipment listed represents equipment were held by each location on the effective date of this manual. This information is subject to change without notice. External parties should contact the location for the most current information.

7.5.1 PAS-Ormond Beach

Description	Manufacturer	Model	Serial Number	Condition	Location	Internal ID	Manual Location
CAAS - Automated ELISA	Abraxis	CAAS	2925-1030	New	Semi-Volatiles	35CAS1	At instrument
GC/Dual ECD	Agilent	6890	CN621A4369	Used	Semi-Volatiles	35GCSB	V:\Equipment Manuals
GC/Dual ECD	Agilent	7890	US10819031	Used	Semi-Volatiles	35GCSC	V:\Equipment Manuals
GC/Dual FID	Agilent	6890	CN10409041	Used	Semi-Volatiles	35GCSF	V:\Equipment Manuals
GC/Dual ECD	Agilent	6890N	CN10424076	Used	Semi-Volatiles	35GCSK	V:\Equipment Manuals
GC/Dual ECD	Agilent	6890N	US10249082	Used	Semi-Volatiles	35GCSN	V:\Equipment Manuals
GC/Dual ECD	Agilent	6890	US00033805	Used	Semi-Volatiles	35GCSO	V:\Equipment Manuals
GC/Dual ECD	Agilent	6890	CN10443027	Used	Semi-Volatiles	35GCSR	V:\Equipment Manuals
GC/Dual ECD	Agilent	6890N	CN10427040	Used	Semi-Volatiles	35GCST	V:\Equipment Manuals
GC/Dual ECD	Agilent	6890N	CN10517105	Used	Semi-Volatiles	35GCSU	V:\Equipment Manuals
GC/Dual FID	Agilent	7890A	CN1090325	Used	Semi-Volatiles	35GCSW	V:\Equipment Manuals
GC/Dual ECD	Agilent	6890N	US10143115	Used	Semi-Volatiles	35GCSX	V:\Equipment Manuals
GC/Dual ECD	Agilent	6890N	US10650013	Used	Semi-Volatiles	35GCSY	V:\Equipment Manuals
GC/Dual FID	Agilent	6890	CN10409041	Used	Semi-Volatiles	35GCSZ	V:\Equipment Manuals
GC/Dual ECD	Agilent	7890B	CN17523066	New	Semi-Volatiles	35GS1B	V:\Equipment Manuals
GC/Dual FID	Agilent	6890	US19043026	New	Semi-Volatiles	35GS1C	V:\Equipment Manuals
GC/Dual FID	Agilent	6890	US19043026	New	Semi-Volatiles	35GS1D	V:\Equipment Manuals
GC/Dual ECD	Agilent	7890A	CN11271152	used	Semi-Volatiles	35GS1E	V:\Equipment Manuals
HPLC - FLD	Agilent	1100	DE92001167	New	Semi-Volatiles	35LC10	Online
HPLC - FLD	Agilent	1100	1098227	Used	Semi-Volatiles	35LC2	Online
LC MS/MS	Thermo Scientific	TSQ-46000	TQU03553	New	Semi-Volatiles	35LC4 / 35LC11	At instrument
HPLC - FLD	Agilent	1100	DE23905156	Used	Semi-Volatiles	35LC6	Online
LC MS/MS	Thermo Scientific	TSQ Vantage	TQU01694	Used	Semi-Volatiles	35LC7	At instrument
HPLC - FLD	Agilent	1100	DE11103102	Used	Semi-Volatiles	35LC8	Online
HPLC - FLD	Thermo Scientific	Vanquish UHPLC	8307681	New	Semi-Volatiles	35LC9	At instrument
GC/MS	Agilent	6890 Plus / 5973	US00029390 / US91911823	Used	Semi-Volatiles	35MSS3	V:\Equipment Manuals

GC/MS	Agilent	6890N / 5973N	US10142102 / US10441652	Used	Semi-Volatiles	35MSS4	V:\Equipment Manuals
GC/MS	Agilent	7890 / 5975	CN10812005 / US52030181	Used	Semi-Volatiles	35MSS6	V:\Equipment Manuals
GC/MS	Agilent	7890 / 5975C	CN10804033 / US80838701	Used	Semi-Volatiles	35MSS7	V:\Equipment Manuals
GC/MS	Agilent	6890N / 5973N	CN10249004 / US10460430	Used	Semi-Volatiles	35MSSA	V:\Equipment Manuals
GC/MS	Agilent	6890N / 5973N	CN10402062 / US35146368	Used	Semi-Volatiles	35MSSC	V:\Equipment Manuals
GC/MS	Agilent	7890A / 5975A	CN10722023 / US1236169	Used	Semi-Volatiles	35MSSD	V:\Equipment Manuals
GC/MS	Agilent	6890N / 5975A	CN10445012 / US154431875	Used	Semi-Volatiles	35MSSE	V:\Equipment Manuals
GCMS	Agilent	7890B / 5977B	CN17393134 / US1801R013	New	Semi-Volatiles	35MSSF	V:\Equipment Manuals
GCMS	Agilent	7890B / 5977B	CN17393132 / US1802R039	New	Semi-Volatiles	35MSSG	V:\Equipment Manuals
GCMS	Agilent	7890B / 5977B	CN17443161 / US1712R003	Used	Semi-Volatiles	35MSSH	V:\Equipment Manuals
GCMS	Agilent	7890A / 5975C	CN10031110 / US10040001	Used	Semi-Volatiles	35MSSI	V:\Equipment Manuals
GC/MS	Agilent	7890B / 5977B	US19043020 / US190212027	New	Semi-Volatiles	35MSSJ	V:\Equipment Manuals
GC/MS	Agilent	6890N / 5975B	CN10704079 / US65135151	New	Semi-Volatiles	35MSSK	V:\Equipment Manuals
Mercury Analyzer - CVAA	Teledyne Leeman Labs	M7600	US16364001	New	Metals	35HG4	At instrument
ICPMS	Thermo Fisher	X2	01840C	Used	Metals	35ICM3	At instrument
ICPMS	Agilent	7900	JP180162199	New	Metals	35ICM4	At instrument
ICPMS	Agilent	7900	JP17321971	New	Metals	35ICM5	At instrument
ICP	Thermo Scientific	iCAP 6500 DUO	ICP 20062509	New	Metals	35ICP3	At instrument
ICP	Perkin Elmer	Optima 7300 DV	077C0061701	Used	Metals	35ICP4	At instrument
ICP	Agilent	5110	MY18010001	New	Metals	35ICP5	At instrument
ICP	Agilent	5110	MY18190002	New	Metals	35ICP6	At instrument
pH Meter	Fisher Scientific	AB250	AB92350588	New	Metals	35META	V:\METALS
Digestion Block	Accuscience	Q Block	QB17035	New	Metals	HotBlock-10	At instrument
Digestion Block	AGS Scientific	Durablock	QB17041	Used	Metals	HotBlock-11	At instrument
Digestion Block	Environmental Express	SC154	944CEC1030	Used	Metals	HotBlock-12	At instrument

Digestion Block	Environmental Express	SC154	9150CECW3999	New	Metals	HotBlock-13	At instrument
Digestion Block	SCP Science	DigiPREP LS	LSX1019120357	New	Metals	HotBlock-14	At instrument
Digestion Block	SCP Science	DigiPREP LS	LSX1019170365	New	Metals	HotBlock-15	At instrument
Digestion Block	SCP	DigiPrep LS	LSX0313260179	New	Metals	HotBlock-7	At instrument
Digestion Block	SCP	DigiPrep LS	LSX0313260180	New	Metals	HotBlock-8	At instrument
Turbidity Meter	La Motte	2020 WE	5063	New	Metals	MET-15	At instrument
Turbidity Meter	Thermo	Orion AQ3010	2784691	New	Metals	MET-35	At instrument
Turbidity Meter	LaMotte	2020 WE	99843518	New	Metals	MET-36	At instrument
TCLP/SPLP Tumbler	Analytical Testing Corp.	42R5BFCE-E3	0685H5HD0001	Used	TCLP	MET-29	Online
TCLP/SPLP Tumbler	Environmental Express	LE 1002	GF18N060-BMYJIC	New	TCLP	MET-39	Online
TCLP/SPLP Tumbler	Environmental Express	Rotation Tumbler	N/A	Used	TCLP	MT-3	Online
TCLP/SPLP Tumbler	Environmental Express	Rotation Tumbler	2826-12-445	Used	TCLP	MT-8	Online
Oven	Sheldon Mfg.	VWR 1350 FM	12008804	Used	Metals	MET-18	V:\METALS
Oven	VWR	414004-570	4113071166001	Used	PMOIST	MET-26	Online
GC/MS	Agilent	6890 / 5973	US00008159 / US71410480	Used	Volatiles	35MSV1	V:\Equipment Manuals
GC/MS	Agilent	6890 / 5973	US00022780 / US70810386	Used	Volatiles	35MSV3	V:\Equipment Manuals
GC/MS	Agilent	6890 / 5973N	US00037601 / US41746594	Used	Volatiles	35MSV4	V:\Equipment Manuals
GC/MS	Agilent	6890 / 5973	US00008504 / US71410549	Used	Volatiles	35MSV7	V:\Equipment Manuals
GC/MS	Agilent	6890 / 5973N	US00005270 / US62510099	Used	Volatiles	35MSV8	V:\Equipment Manuals
GC/MS	Agilent	6890 / 5973	CN10647060 / US80138268	New	Volatiles	35MSVB	V:\Equipment Manuals
GC/MS	Agilent	6890 / 5973	US00026134 / US10350353	Used	Volatiles	35MSVC	V:\Equipment Manuals
GC/MS	Agilent	6890N / 5973N	US10249097 / US35130179	Used	Volatiles	35MSVE	V:\Equipment Manuals
GC/MS	Agilent	6890 / 5973	US10145015 / US10451398	Used	Volatiles	35MSVF	V:\Equipment Manuals
GC/MS	Agilent	7890B / 5977A	CN13393153 / US1340M219	New	Volatiles	35MSVG	V:\Equipment Manuals
GC/MS	Agilent	7890B / 5975C	CN10121007 / US10113019	New	Volatiles	35MSVH	V:\Equipment Manuals
Concentrator	EST	Evolution	EV751052616	New	Volatiles	35MSVF	V:\Equipment Manuals

Concentrator	EST	Evolution	EV447112912	New	Volatiles	VO-29	V:\Equipment Manuals
Concentrator	EST	Evolution	EV470040913	New	Volatiles	VO-32	V:\Equipment Manuals
Concentrator	EST	Evolution	EV469040913	New	Volatiles	VO-33	V:\Equipment Manuals
Concentrator	EST	Evolution	EV665042315	New	Volatiles	VO-35	V:\Equipment Manuals
Concentrator	EST	Evolution	EV566040414	New	Volatiles	VO-38	V:\Equipment Manuals
Concentrator	EST	Evolution	EV567040414	New	Volatiles	VO-39	V:\Equipment Manuals
Concentrator	EST	Evolution	EV50052616	New	Volatiles	VO-41	V:\Equipment Manuals
Concentrator	EST	Evolution	EV238012810	New	Volatiles	35MSVG	V:\Equipment Manuals
Concentrator	EST	Evolution	EV240012910	New	Volatiles	35MSVH	V:\Equipment Manuals
ZHE Rotator	Millipore	ZHE Rotator	415289	Used	TCLP	VO-27	V:\Equipment Manuals
ZHE Rotator	Millipore	ZHE Rotator	415290	Used	TCLP	VO-28	V:\Equipment Manuals
Flow Injection Analyzer	Hach	8500 Series 2	1.711E+11	New	Wet Chemistry	35WA01	Online
Total Organic Carbon Analyzer	Shimadzu	TOC-L CSH	H54325632396 CS	New	Wet Chemistry	35WA02	Online
Ion Chromatography System	Thermo Fisher	Dionex Aquion	190340069	New	Wet Chemistry	35WA03	Online
Ion Chromatography System	Thermo Fisher	Aquion IC	190360315	New	Wet Chemistry	35WA04	Online
Conductivity Meter	YSI	3200-115V	03F0673	New	Wet Chemistry	35WET2	Online
DO Meter	YSI	5000 115V	10F100100	New	Wet Chemistry	35WET4	Online
pH/Conductivity Meter	Thermo Scientific	Orion Star A215	X41362	New	Wet Chemistry	35WET6	Online
Total Organic Carbon Analyzer	Shimadzu	TOC-V CSH	H51104535252 CS	Used	Wet Chemistry	35WTA5	Online
Spectrophotometer , UV	Carey/ Varian	50 Bio	EL98103317	Used	Wet Chemistry	35WTA7	Online
IC-VWD	Dionex	ICS-1100	11060028	New	Wet Chemistry	35WTAB	Online
Total Organic Carbon Analyzer	Shimadzu	TOC-V CSH	H51104735378 CS	New	Wet Chemistry	35WTAC	Online
Flow Injection Analyzer	Lachat	Quick Chem 8500	1.002E+11	New	Wet Chemistry	35WTAD	Online
Ion Chromatography System	Dionex	ICS-2000	03060003	New	Wet Chemistry	35WTAE	Online
Ion Chromatography System	Dionex	ICS-2000	5101123	Used	Wet Chemistry	35WTAG	Online
Ion Chromatography System	Metrohm	881 Compact IC	1.881E+12	New	Wet Chemistry	35WTAH	At instrument
Ion Chromatography System	Metrohm	881 Compact IC	1.881E+11	New	Wet Chemistry	35WTAI	At instrument
Flow Injection Analyzer	Hach	8500	80600000591	Used	Wet Chemistry	35WTAJ	Online
Flow Injection Analyzer	Hach	8500	15100001900	New	Wet Chemistry	35WTAL	Online

IC-VWD	Dionex	ICS-1600	15110842	New	Wet Chemistry	35WTAM / 35WET3	Online
Auto Titrator	Man-Tech Scientific	PC-1000-1040	MT-1D6-135	New	Wet Chemistry	35WTAN	Online
Ion Chromatography System	Dionex	ICS-2000	6010780	New	Wet Chemistry	35WTAO	Online
Flow Injection Analyzer	Xylem	329995	B632837342	New	Wet Chemistry	35WTAP	Online
Ion Chromatography System	Dionex	ICS-5000+	12111505	New	Wet Chemistry	35WTAQ/R	Online
Spectrophotometer , UV	Agilent	G6860A	MY17050019	New	Wet Chemistry	35WTAS	Online
Flow Injection Analyzer	Lachat	QC 8500	1.703E+11	New	Wet Chemistry	35WTAT	Online
pH Meter	Accumet	AB250	AB92350786	New	Wet Chemistry	35WTAU	Online
Turbidity Meter	Hach	2100N	07010C022056	Used	Wet Chemistry	35WTAV	Online
DO Meter	YSI	5000 115V	11B 100677	New	Wet Chemistry	35WTAW	Online
Res. Chlorine Titrator	Severn Trent	17T2012AXX	17T2012000000504	Used	Wet Chemistry	35WTAX	Online
Pocket Colorimeter	HACH	N/A	N/A	New	Wet Chemistry	35WTAY	Online
ORP Meter	Ohaus	ST10R	1609840073	New	Wet Chemistry	35WTAZ	Online
Centrifuge	Damon/IE C	HN-5	9432	New	Wet Chemistry	WC-105	Online
Digestion System	Tecator	1016	753	New	Wet Chemistry	WC-108	Online
Muffle Furnance	Wilt Industries	200SV	031195	used	Wet Chemistry	WC-115	Online
TKN Block Digestion System	Seal Analytical	BD-50	5146U00672	New	Wet Chemistry	WC-116	Online
COD Reactor	Velp Scientifica	EC025	309720	New	Wet Chemistry	WC-128	Online
Distillation Module	OI Analytical	A515000	635815608	New	Wet Chemistry	WC-131	Online
TKN Block Digestion System	Seal Analytical	BD-50	5146400687	New	Wet Chemistry	WC-134	Online
Cyanide Midi Digestion	Custom Built	N/A	N/A	Used	Wet Chemistry	WC-41	Online
Centrifuge	Damon/IB C	SHNSn	23559593	Used	Wet Chemistry	WC-49	Online
Oven	VWR	1390FM	11001510	New	Wet Chemistry	WC-57	Server
Oven	VWR	1390FM	7059310	New	Wet Chemistry	WC-58	Server
Autoclave	Market Forge	STM-E	7156	Used	Wet Chemistry	WC-65	Online
Water Bath	Fisher Scientific	2207	224120	New	Wet Chemistry	WC-66	Online
Water Bath	Thermo Scientific	2868	256947-450	New	Wet Chemistry	WC-67	Online
Cyanide Midi Digestion	Custom Built	N/A	N/A	New	Wet Chemistry	WC-72	N/A
Centrifuge	Fisher	TDS	71200366	Used	Wet Chemistry	WC-88	Online
TKN Block Digestion System	Seal Analytical	BD505	5146U01074	New	Wet Chemistry	WC-158	Online
Incubator	VWR	1555	3008704	Used	Microbiology	MB-1	Online

Incubator	Fisher Scientific	303	(303)564	new	Microbiology	MB-2	Online
Incubator	Barnstead/Thermolyne	DB104115	1.04101E+12	Used	Microbiology	MB-3	Online
Recirculating Water Bath	Thermo Scientific	2868	209186-388	New	Microbiology	MB-10	Online
Quanti Tray Sealer	Idexx	Plus	QTP13154700379	New	Microbiology	MB-12	Online
Recirculating Water Bath	Thermo Scientific	TSCIR 35	300195158	New	Microbiology	MB-13	Online
Extraction Microwave	CEM	MARS 5	MD2550	New	Extractions	OP-19	Online
Micro Extraction Shaker	Eberback Corporation	6010	90921	used	Extractions	OP-21	Online
Oven	Baxter	DR-63	A2000055	used	Extractions	OP-32	Online
Oven	Baxter	DK-63	A2000035	used	Extractions	OP-33	Online
Thermo Waterbath	Thermo Fischer	TSCIR19	300129927	New	Extractions	OP-48	Online
Xcel Vap	Horizon Tech.	Xcel Vap	16-5315	New	Extractions	OP-49	Online
Xcel Vap	Horizon Tech.	Xcel Vap	17-5458	New	Extractions	OP-50	Online
Xcel Vap	Horizon Tech.	Xcel Vap	17-5457	New	Extractions	OP-51	Online
Extraction Microwave	CEM	MARS 5	MJ6822	New	Extractions	OP-52	Online
Waterbath	Thermo Fisher	TSCIR19	300156423	New	Extractions	OP-53	Online
Waterbath	Thermo Fisher	TSCIR19	300157774	New	Extractions	OP-54	Online
Xcel Vap	Horizon Tech.	Xcel Vap	17-5481	New	Extractions	OP-55	Online
Xcel Vap	Horizon Tech.	Xcel Vap	17-5480	New	Extractions	OP-56	Online
pH Meter	fisher	AB 250	AB92350789	New	Extractions	35EXT1	Online
Xcel Vap	Horizon Tech.	Xcel Vap	17-559	New	Extractions	OP-60	Online
Xcel Vap	Horizon Tech.	Xcel Vap	19-5649	New	Extractions	OP-61	Online
Xcel Vap	Horizon Tech.	Xcel Vap	16-5374	Used	Extractions	OP-62	Online
Oven	Thermo Scientific	Isotemp Gravity	42468215	New	Extractions	OP-63	Online
N-EVAP	Organomation	13165	62697	New	Extractions	OP-64	Online
Xcel Vap	Horizon Tech.	Xcel Vap	19-5668	New	Extractions	OP-65	Online
Xcel Vap	Horizon Tech.	Xcel Vap	19-5685	New	Extractions	OP-66	Online
Automated Extraction Manifold	FMS	EZPFC	EZPFC-529	New	Extractions	OP-67	Online
Automated Extraction Manifold	FMS	EZPFC	EZPFC-529	New	Extractions	OP-68	Online
Freezer	Frigidaire	LFH20F3QWC	WB71663275	New	Volatiles	FR-11	Online
Freezer	Kenmore	Compact	415286	Used	Extractions	FR-7	Online
Freezer	Frigidaire	FFU21M7HWN	WB33549952	New	Volatiles	FR-9	Online
Refrigerator	TRUE	T-49	1-3372030	New	Volatiles	RF-19	Online

Refrigerator	Sanyo	SR-365X	SR-365X	New	Microbiology	RF-2	Online
Refrigerator	TRUE	T-72	4997696	Used	Volatiles	RF-20	Online
Freezer	Frigidaire	LFTR1814LW4	BA12239099	Used	Volatiles	RF-25F	Online
Refrigerator	Frigidaire	LFTR1814LW4	BA12239099	Used	Volatiles	RF-25R	Online
Refrigerator	Frigidaire	FPU17B2JW18	WA94001111	Used	Wet Chemistry	RF-29	Online
Refrigerator	TRUE	GDM-69	1-4325241	New	Volatiles	RF-32	Online
Freezer	GE	Eterna Series	415162	Used	Microbiology	RF-32F	Online
Refrigerator	GE	Eterna Series	415162	Used	Microbiology	RF-32R	Online
Refrigerator	TRUE	GDM-69	1-4337832	Used	Volatiles	RF-33	Online
Refrigerator	Frigidaire	FKCH17F7HW C	WB01350306	Used	Semi-Volatile	RF-34	Online
Refrigerator	Everest	ESR2	BSR2-02080066	New	ClientSvcs	RF-35	Online
Refrigerator	Frigidaire	FKCH17F7HW C	WB01446522	New	Semi-Volatile	RF-36	Online
Refrigerator	Insignia	NS-CF2CBKC	17B03W00516	Used	Semi-Volatile	RF-37	Online
Refrigerator	Insignia	NS-CF26BK6	17B03W00514	New	Semi-Volatile	RF-38	Online
Freezer	Frigidaire	FRT21G2NW6	4A30805196	Used	Semi-Volatile	RF-40F	Online
Refrigerator	Frigidaire	FRT21G2NW6	4A30805196	New	Semi-Volatile	RF-40R	Online
Freezer	Frigidaire	FRT18IL6JW3	BA01510739	New	Semi-Volatile	RF-41F	Online
Refrigerator	Frigidaire	FRT18IL6JW3	BA01510739	New	Semi-Volatile	RF-41R	Online
Walk In Cooler	Custom Built	Custom Built	Custom Built	New	Sample Custody	WI-4	N/A
Walk In Cooler	American Cold Storage	ACS100	11137	Used	Building 6	TPA-28	N/A
Walk In Cooler	Custom Built	Custom Built	Custom Built	New	Breezeway	WI-5	N/A
Walk In Cooler	Custom Built	Custom Built	Custom Built	New	Breezeway	WI-6	N/A
Freezer	Frigidaire	FRT18B5JQO	BA81736035	Used	Semi-Volatile	RF-42F	Online
Refrigerator	Frigidaire	FRT18B5JQO	BA81736035	Used	Semi-Volatile	RF-42R	Online
Freezer	GE	FOF21DLRW	D80-48437202-17824-20086	New	Semi-Volatile	FR-13	Online
Freezer	Frigidaire	FFTR1814TWO	BA80633625	New	Wet Chemistry	RF-43F	Online
Refrigerator	Frigidaire	FFTR1814TWO	BA80633625	New	Wet Chemistry	RF-43R	Online
Freezer	Frigidaire	LF2H20F3QW F	WB81855351	New	Semi-Volatile	FR-14	Online
Freezer	Frigidaire	LF2H20F3QW F	WB81756211	New	Semi-Volatile	FR-15	Online
Ultra Low Freezer	Fisher Iso temp	IV2386A	300263806	New	Semi-Volatile	FR-17	Online
Refrigerator	Traulsen	G20010	T00475K08	Used	Semi-Volatile	RF-44	Online
Refrigerator	Frigidaire	EFR331-B	A1908290810000109	New	Wet Chemistry	RF-45	Online
Analytical Balance	Sartorius	CP224S	18750194	New	Wet Chemistry	35BAL1	Online

Top Load Balance	Sartorius	Practum 2102-1S	29308255	New	TCLP	35BALA	Online
Analytical Balance	Sartorius	Entris 124I-1S	34105158	New	Metals	35BALD	Online

Top Load Balance	Mettler	PB602-S	1129012540	Used	Extractions	35BALF	Online
	Toledo						
Analytical Balance	Sartorius	AZ00S	40030309	Used	Extractions	35BAL3	Online
Top Load Balance	OHAUS	SPE402	7132212431	new	Wet Chemistry	35BALG	Online
Top Load Balance	OHAUS	AV412	1203240528	Used	Volatiles	35BALH	Online
Top Load Balance	OHAUS	PA3202	B703607641	New	Extractions	35BALI	Online
Top Load Balance	OHAUS	SPX222	B710801142	New	Metals	35BALJ	Online
Top Load Balance	Mettler	XS204	1126082560	Used	Semi-Volatile	35BALK	Online
Analytical Balance	Sartorius	Entris 224-1S	35606417	New	Metals	35BALL	Online
Analytical Balance	Sartorius	Entris 224-1S	35606578	New	Wet Chemistry	35BALM	Online
Analytical Balance	Sartorius	Entris 224-1S	35606420	New	Wet Chemistry	35BALN	Online
Top Load Balance	Sartorius	Practum 5101-1S	37050006	New	Metals	35BALO	Online
Top Load Balance	Mettler-Toledo	ME2002E	B841552581	New	Extractions	35BALP	Online



7.5.2 PAS-Pompano Beach Equipment List

Description	Manufacturer	Model	Serial Number	Condition	Location	Internal ID	Manual Location
Analytical Balance	Mettler	AB265-S/FACT	1126452759	Used	Wet Chem	36BAL1	Online
Turbidimeter	Hach	2100AN	14030C024028	New	Wet Chem	36WTA5	Online
pH Meter	Fisher	Accumet AB250	AB92349852	New	Wet Chem	36WTA6	Online
DO Meter	YSI	5000-115	17B101477	New	Wet Chem	36WTA7	Online
Multi Parameter Meter	Hach	HQ430D	150200016108	New	Wet Chem	36WTA8	At Instrument
Salinity Meter	Orion	105A	004265	Used	Wet Chem	36WTA9	Online
ORP Meter	Orion	230A+	021074	Used	Wet Chem	36WTAB	At Instrument
Conductivity Meter	Fisher	AB200	AB92350596	New	Wet Chem	36WTAC	Online
pH Meter	Thermo	Orion 2 Star	B07333	Used	Wet Chem	36WTAD	Online
Walk-In Cooler	American Cold Storage		11259	Used	Custody	SC-001	N/A
Refrigerator	Danby	D1002W	0000810 1040	Used	Wet Chem	WC-001	Online
Incubator	Cole Parm	397C	1883070340256	Used	Wet Chem	MI-006	Online
Incubator	Precision	815	9411-203	Used	Wet Chem	MI-017	Online
Incubator	Precision	815	9504-014	Used	Wet Chem	MI-018	Online
Incubator	Precision	815	9310-032	Used	Wet Chem	MI-019	Online
Incubator	ThermoFisher	Heratherm IGS60	41741240	New	Wet Chem	MI-025	Online
Waterbath	Lindberg Blue	1130	9305-01	Used	Wet Chem	WaterBath-2	Online
Incubator	MesaLabs	1410	14041896	Used	Microbiology	MI-028	Online
DO Meter	HACH	HQ440D	121000079510	New	Wet Chem	DOM-3	At Instrument
Oven	Precision	Fisher 630F	600866	Used	Wet Chem	FU-012	Online
Oven	Fisher	Isotemp 6306	20300036	Used	Wet Chem	FU-015	Online
Oven	Sheldon	1326	09005613	New	Wet Chem	FU-017	Online
Autoclave	Market Forge	STMEL	185784	Used	Microbiology	FU-016	Online
Oven	Baxter	DK-63	A2000036	New	Wet Chem	FU-018	Online
Oven	Baxter	DX61	168009	Used	Wet Chem	FU-022	Online
Oven	Thermo Scientific	0GS750	42206944	Used	Wet Chem	FU-023	Online
Waterbath	Thermo Scientific	TSCIR35	300190521	Used	Wet Chem	MI-031	Online
Waterbath	Thermo Scientific	TSCOL35	300197933	Used	Wet Chem	MI-032	Online
Incubator	Thermo Scientific	Hertherm IGS400	42270439	New	Wet Chem	MI-033	Online
Refrigerator	Kenmore	25370722410	WA90703852	New	Microbiology	MI-034	Online
Incubator	Thermo Scientific	PR505755R	300262179	New	Microbiology	MI-035	Online
Quanti-Tray Sealer	IDEXX	89-0003936-00	13191205021	New	Wet Chem	MI-036	At Instrument
Quanti-Tray Sealer	IDEXX	89-10894-00	14-315-08580	Used	Wet Chem	MI-037	At Instrument
Top Loading Balance	Mettler Toledo	ME4002E	B626691931	Used	Wet Chem	36BAL4	Online

10. What equipment will you rent for the proposed work? None. All equipment in place to perform the scope of work.
11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs. Proposed Martha Montero . She currently serves as the contract project manager. Therefore she is very familiar with the scope of work and requirements.
12. The address of principal place of business is 3610 Park Central Blvd. N Pompano Beach, FL 33064
1800 ELM Street SE Minneapolis, MN 55414- Corporate Office
13. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows: Aurora Capital Equity V, LP at approx. 90%-10877 Wilshire Blvd, Suite 2100, Los Angeles, CA 90024
Steve Vanderboom at approx. 10% - 1800 Elm St. SE, Minneapolis, MN 55414
14. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers. N/A
15. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition. N/A
16. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s). N/A
17. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute. Please see attached summary.
18. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants. None
19. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details. No.
20. List and disclose any and all business relations with any members of Wellington Council. N/A
21. What is the standard laboratory turn-around time for results? Discuss Rush Fees. Standard TAT for routine analyses is 7 business days.
Radiological and Dioxin analyses require 15 BD TAT due to nature of the analyses. Expedite TAT is available if method allows it.
1 Day TAT- 3X (200%), 2 Days TAT - 2X (100%), 3 Days TAT (75%), 4 Days TAT (50%), 5 Days TAT (25%).

Summary of Legal/Administrative Actions against Pace Analytical Services, LLC

1. In 2016, the Pennsylvania Department of Environmental Protection (PADEP) investigated the Pace Analytical Services, LLC (Pace) laboratory located in Greensburg, Pennsylvania for apparent failures to comply with the Commonwealth's Radiation Protection Program (RPP). The investigation led to PADEP's imposition of a Consent Order and Agreement (COA), whereby Pace agreed to perform the following corrective actions: 1) submit annual RPP audits to PADEP for 2017 and 2018 ; 2) provide RPP and DOT/HAZMAT training to personnel who handle and receive radioactive materials; 3) submit radioactive sample use and waste logs for one year; 4) submit written procedures for waste characterization, labelling, and disposal; 5) submit waste stream disposal records; notify PADEP about any low specific activity shipment; and 6) pay a civil penalty of \$31,500 to the PA Radiation Protection Fund.
2. In 2017, the Pennsylvania Department of Environmental Protection (PADEP) discovered that Pace-Pittsburgh had collected multiple lead and copper samples in containers of 250-mL capacity rather than in containers with a one-liter volume, as required by 25 Pa Code § 109.1103 (h)(l)(i) and 40 CFR Part 141, § 141.86(b)(2). PADEP consequently required Pace-Pittsburgh to implement new management procedures and assessed a civil penalty of \$20,000. Pace remitted a check in this amount on July 5, 2018, thus satisfying PADEP's demands and resolving the issue.
3. In late 2017, Twin Creek Environmental Services, LLC sued Pace Analytical Services, LLC in the District Court of Johnson County, Kansas (Case No. 17CV05285, Div 2) for breach of contract after results from several samples reflecting a higher than acceptable concentration of acetone were reported to the KS Department of Health and Environment. After numerous petitions and amendments, the case (No. 2:17-CV-02633-JWB-GEB) against Pace was dismissed without prejudice on December 7, 2018.

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Contractor's Signature

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Village of Wellington
[print name of the public entity]

by Pace Analytical Services, LLC for Trevor Brenner, General Manager
[print name of entity submitting sworn statement] [print individual's name and title]

whose business address is 3610 Park Central Blvd. N Pompano Beach, FL 33064 and (if applicable) its Federal Employer Identification Number (FEIN) is 41-1821617 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF FLORIDA

COUNTY OF VOLUSIA

[Signature]
[signature]
9/17/2021
[date]

Subscribed and Sworn to (or affirmed) before me on 9/17/21 by Trevor Brenner
[date] [name]

He/she is personally known to me or has presented _____ as identification.
[type of identification]

[Notary's Signature and Seal]

Eva A. Smith HH 127300
Print Notary Name and Commission No.



EVANNA A. SMITH
Commission # HH 127300
Expires May 6, 2025
Bonded Thru Budget Notary Services

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 215.4725

TREVOR K BRENNER, on behalf of Pace Analytical Services, LLC,
certifies

Print Name Company Name

that Pace Analytical Services, LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

T.K.B.
Signature

GENERAL MANAGER
Title

9/17/2021
Date

**APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH
VILLAGE OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY**

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

Chapter 9, LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: _____

2. The address of the business is: _____

3. How long has the business been located at its current address: _____

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____ Applicants Business Address _____

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Sign: _____

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by _____ . He/She is personally known to me or has presented _____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____

Notary Seal

(State)

Signature of Individual if Sole Proprietor:

Sign: _____

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by
_____. He/She is personally known to me or has presented _____ as
identification. (Type of Identification)

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____
(State)

Notary Seal

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of Interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY:

NO CONFLICT:

☒ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☒ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☒ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☒ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

CONFLICT:

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

Pace Analytical Services, LLC

COMPANY NAME


AUTHORIZED SIGNATURE

TREVOR K. BLOMBERG
NAME (PRINT OR TYPE)

NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of VOLUSIA

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that the bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a bid for the same materials, services, supplies or equipment, either directly or indirectly, and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provision of services. Any violation of this provision may result in disqualification, contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid lists

Pace Analytical Services, LLC

Name of Bidder

TREVOR K BRENNER

Print name of designated signatory

T. K. Brenner

Signature

GENERAL MANAGER

Title

On this 17th day of September, 2021, before me appeared Trevor Brenner personally known to me to be the person described in and who executed this affidavit and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

Evahna A. Smith

Signature

Notary Public in and for the State of Florida

Evahna A. Smith

(Name Printed)

(Affix Seal Here)



EVAHNA A. SMITH
Commission # HH 127300
Expires May 6, 2025
Bonded Thru Budget Notary Services

Residing at 375 Derbyshire Rd. #146, Dept. Beach
FL 32117

My commission expires 5/6/2025

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Employers conducting work in the State of Florida are required to provide workers' compensation insurance for their employees. Specific employer coverage requirements are based on the type of industry, number of employees and entity organization. To determine coverage requirements for a specific employer, the following information is provided by the Bureau of Compliance.

Construction Industry - One (1) or more employees, including the owner of the business who are corporate officers or Limited Liability Company (LLC) members. For a list of the trades considered to be in the construction industry see [69L-6.021 Florida Administrative Code](#).

Non-Construction Industry - Four (4) or more employees, including business owners who are corporate officers or Limited Liability Company (LLC) members.

Please note: Non-construction industry Sole Proprietors or partners in a Partnership are not employees unless they want to be included on the business' Workers' Compensation Insurance policy and file a form [DWC 251](#) with the Division of Workers' Compensation.

Agricultural Industry - Six (6) regular employees and/or twelve (12) seasonal workers who work more than 30 days during a season but no more than a total of 45 days in a calendar year.

Out of State Employers must notify their insurance carrier that they are working in Florida. If there is no insurance, the out of state employer is required to obtain a Florida Workers' Compensation Insurance policy with a Florida [approved insurance carrier](#) which meets the requirements of Florida law and the Florida Insurance Code. This means that "Florida" must be specifically listed in Section 3A of the policy (on the Information Page).

An Extraterritorial Reciprocity clause in [the home state's](#) statute allows some out of state Employers to work in Florida temporarily using their home state's Workers' Compensation insurance policy.

Contractors are required to make certain that all sub-contractors have the required Workers' Compensation Insurance **before** they begin work on a project. To see the documentation that is required from a sub-contractor, see [69L-6.032 Florida Administrative Code](#).

If the sub-contractor does not have Workers' Compensation Insurance for its employees, those workers become the employees of the contractor. If an injury occurs, the contractor is responsible for paying the benefits for the work related injury, illness or fatality.

If you meet the above criteria to be exempt, you **MUST** provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must provide the Village with a copy of your Florida Division of Workers' Compensation Certificate of Election to be Exempt.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.faia.com, www.piafl.org/wc-info.pdf , or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, of Workers' Compensation Certificate of Election to be Exempt, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-8K063715-21-I2-G

NJ TAX IDENTIFICATION NO.: 411958777000 RENEWAL OF (UB-8K063715-20-I2-G)

INSURER: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA
A Stock Company

NCCI CO CODE: 13579

1.

INSURED:
PAS PARENT, INC
1800 ELM ST SE
MINNEAPOLIS, MN 55414

PRODUCER:
WTW MIDWEST INC
8400 NORMANDALE LAKE BLVD STE
BLOOMINGTON, MN 55437

Insured is LLC & CORP

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 08-01-21 to 08-01-22 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
AL AR AZ CA CO CT FL GA IA ID IL IN KS KY LA MA MD ME MI MN MO MT
NC NE NH NJ NV NY OK OR PA SC SD TN TX UT VA VT WI WV

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	\$	1,000,000	Each Accident
Bodily Injury by Disease:	\$	1,000,000	Policy Limit
Bodily Injury by Disease:	\$	1,000,000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

DC DE HI MS NM RI

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made **ANNUALLY**

DATE OF ISSUE: 08-06-21 LH
OFFICE: SP-ST PAUL 06R
PRODUCER: WTW MIDWEST INC F8917