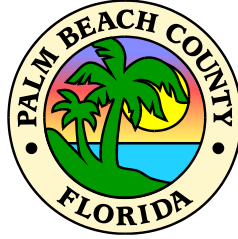


Board of County Commissioners

Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell, Jr.



County Administrator

Joseph Abruzzo

Procurement Department
www.pbcgov.org/procurement

REQUEST FOR PROPOSAL

RFP NO. 26-048/CB

Palm Beach County Board of County Commissioners
and
Department of Housing and Economic Development (DHED)
are seeking
Proposals for:

Central County Economic Development Master Plan (CCEDMP)

Date issued/available for distribution: May 29, 2026

Proposer **shall** submit one (1) unbound original, seven (7) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete proposal to be received in the Offices of the Procurement Department no later than **July 16, 2026, 4:00 p.m. local time. See Section 1.10 of the RFP for Mailing Instructions.**

Non-Mandatory Pre-Proposal Conference: See Section 1.6 of this solicitation.

**ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR THE RECEIPT OF PROPOSALS
AND THE RFP NUMBER.**

CAUTION

In order to do business with Palm Beach County vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Procurement Department's Vendor Self Service (VSS) system which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If proposer intends to use subcontractors, proposer must also ensure that all subcontractors are registered as vendors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize a contract award until a contractor has verified that the contractor and all of its subcontractors are registered in VSS. As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on our VSS system.

Palm Beach County shall not be responsible for the completeness of any Request for Proposal package not downloaded from our VSS system or obtained directly from Palm Beach County Procurement Department.

**IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT**

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SECTION 1

GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposal (RFP) is issued for the County of Palm Beach, hereinafter referred to as “County”, by the Procurement Department for the benefit of the Department of Housing and Economic Development (DHED). The Procurement Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Procurement Department. See Section 1.11, Contact Person.

1.2 INTRODUCTION

The Central County Economic Development Master Plan (CCEDMP) is a collaboration of the Central County Alliance (CCA), an entity consisting of seven (7) municipalities (City of Atlantis, City of Greenacres, Town of Haverhill, Town of Lake Clarke Shores, City of Lake Worth Beach, Town of Lantana, and Village of Palm Springs) and Palm Beach County (PBC) encompassing approximately 57 square miles (36,762 acres) in the heart of PBC with a population of approximately 280,908 residents of all ages and cultural backgrounds.

1.3 GENERAL INFORMATION

This central region of Palm Beach County has access to all major highways and arterials road systems including eight (8) entrances/exits along Interstate Highway I-95 to the east and an entrance/exit along The Florida Turnpike to the west. Access for tourism and business travelers is also convenient via the Palm Beach International Airport (PBIA) and Palm Beach County Park Airport (LNA). In addition, the area is serviced by passenger and freight rail lines and stations to facilitate travel in and around the east coast.

The area also includes a robust service industry, a multitude of educational opportunities including Palm Beach State College and a highly rated healthcare system with a 516-bed JFK Hospital (JFK), an acute care medical and surgical facility.

Many recreational opportunities are available including two regional parks, the 716-acre John Prince Park and the 1,659-acre Okeeheelee Park. Both include dog parks, playgrounds, nature trails, team sports, golfing, all water sports such as water skiing, canoeing and fishing. Okeeheelee also includes a full equestrian center and BMX bike tracks both of which host major events and competitions. A smaller 77-acre Lake Lytal Park hosts various team sports including an aquatic center which has a 50-meter pool that hosts events and competitions.

The study area is also home to the nationally recognized 330-acre Champion Course at Trump International West Palm Beach, designed by renowned architect Jim Fazio. It has been featured as one of the top ranked golf courses in the nation as well as the #1 golf course in the state by Florida Golf Magazine. The Croquet Foundation of America is also located in the area, along with the Pine Jog Environmental Center, both are premier

destinations along with the newly constructed Village of Palm Springs Athletic Complex, and access to the beaches and coastal amenities.

With the efforts of the CCEDMP, the multi-jurisdictional team seeks to promote underutilized areas within their boundaries to grow and attract additional development opportunities that will integrate within the communities. The Plan seeks to create a toolkit to attract industries such as retail, future tech, healthcare, aerospace and financial corporate operations that wish to build or relocate to South Florida.

PBC OWNS AND OPERATES TWO (2) AIRPORTS PREVIOUSLY MENTIONED THAT ARE WITHIN THE BOUNDARY OF THE STUDY AREA, PALM BEACH INTERNATIONAL AIRPORT (PBI) AND PALM BEACH COUNTY PARK AIRPORT (LNA). WHILE THE DEVELOPMENT OF THESE AIRPORTS, INCLUDING AVIATION AND NON-AVIATION FACILITIES, ARE GOVERNED BY SEPARATE MASTER PLANS AND FEDERAL AND STATE GRANT ASSURANCES AND REQUIREMENTS, THE AIRPORTS ARE RECOGNIZED MAJOR ECONOMIC ENGINES, WHICH ARE KEY CONTRIBUTORS TO ECONOMIC GROWTH, INFRASTRUCTURE DEVELOPMENT AND INVESTMENT AND WORKFORCE RETENTION AND DEVELOPMENT WITHIN THE STUDY AREA; THEREFORE, INDUSTRIES AND USES THAT WILL SUPPORT THE CONTINUED GROWTH AND DEVELOPMENT OF THE AIRPORTS AS MAJOR ECONOMIC ENGINES SHOULD BE IDENTIFIED FOR EXPANSION WITHIN THE STUDY AREA. EXAMPLES OF INDUSTRIES AND USES THAT COULD BE CONSIDERED FOR EXPANSION WITHIN THE STUDY AREA INCLUDE MANUFACTURING AND LOGISTICS, TECHNOLOGY, EDUCATIONAL FACILITIES FOR AVIATION CAREER DEVELOPMENT, HOTEL DEVELOPMENT AND FACILITIES FOR AVIATION SUPPORT SERVICES SUCH AS AIRLINE CATERING, FREIGHT STORAGE AND OTHER SIMILAR USES.

1.4 HISTORY AND BACKGROUND

The vision for the CCEDMP was initiated by the Central County Alliance (CCA) and supported by the PBC BCC through the incorporation of the project as part of the Fiscal Year 2025-2026 Budget. Realizing the county is approaching buildout and the need for infill and redevelopment, the BCC saw the untapped potential in the area. This project will also be the county's first collaborative effort for a comprehensive economic-based redevelopment strategy. County staff and the CCA developed the Scope of Work (SOW) through a series of publicly noticed meetings.

1.5 PURPOSE OF THE PROJECT

The County, in collaboration with the Central County Alliance (CCA), an entity consisting of representatives from seven (7) municipalities is seeking proposals from qualified and experienced CONSULTANTS to develop a comprehensive, data-driven multi-year Economic Development Master Plan.

1.6 NON-MANDATORY PRE-PROPOSAL CONFERENCE

All proposers are **invited** to attend a Non-Mandatory Pre-Proposal Conference **via teleconference**. The public may access the meeting by phone or computer using the information provided below or may utilize the County Procurement Department's telephone facilities at 240 South Military Trail, West Palm Beach, Florida 33415, on June 11, 2026, commencing at 10:00 a.m. local time. At this time, the County's representative(s) will be available to answer any questions relative to this Request for Proposal. Any questions or comments arising subsequent to the Non-Mandatory Pre-Proposal Conference must be presented in writing prior to the date and time stated in the Timetable (Section 1.6) of the RFP, to be discussed with the County's representative(s) as possible amendments to the RFP.

Teleconference Information:

JOIN BY PHONE

[+1 872-242-8934,740935646#](tel:+18722428934740935646) United States, Chicago
Phone conference ID: 740 935 646#

JOIN BY COMPUTER VIA TEAMS MEETING

<https://teams.microsoft.com/meet/23617357969466?p=CbcQO0WoTZumuDV7ut>

Meeting number: 236 173 579 694 66

Passcode: d9Nt6JC9

Please contact Christal D. Bakie, Purchasing Administrative Project Coordinator at (561) 616-6803, e-mail address: cbakie@pbc.gov, for additional information regarding this meeting.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

1.7 PERIOD OF CONTRACT

The proposed effective date of this Contract is the date listed on the Notice to Proceed (NTP), after execution by the Board of County Commissioners. The selected proposer(s) will provide services for a thirty (30) month period. Three (3) twelve (12) month renewal option(s) offered by the County, at the County's sole discretion, may be included.

1.8 QUALIFICATION OF PROPOSERS

All proposers to this RFP shall have demonstrated experience in supplying such services and shall meet all criteria/requirements identified in this RFP.

1.9 TIMETABLE

The anticipated schedule and deadline for the RFP and Contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
RFP available for Download from Procurement Dept. VSS: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService	05/29/2026		Procurement Department 50 S. Military Trail, Ste. 110 W. P. B., FL 33415
Non-Mandatory Pre-Proposal Conference	06/11/2026	10:00 a.m.	Procurement Department Via teleconference 240 S. Military Trail W. P. B., FL 33415 https://teams.microsoft.com/meet/23617357969466?p=CbcQO0WoTZumuDV7ut
Deadline for receipt of questions or comments	06/18/2026	5:00 p.m.	Procurement Department 240 S. Military Trail W. P. B., FL 33415
Deadline for receipt of proposals	07/16/2026	4:00 p.m.	Procurement Department 240 S. Military Trail W. P. B., FL 33415
Selection Committee Meeting	07/30/2026	10:00 a.m.	Procurement Department 50 S. Military Trail Room 1N-142 North/South W.P.B., FL 33415
Oral Presentations/ Selection Committee Meeting (if conducted)	08/13/2026	10:00 a.m.	Procurement Department 50 S. Military Trail Room 1N-142 North/South W.P.B., FL 33415
Deadline for receipt of BAFO's (if required)	TBD	4:00 p.m.	Procurement Department 240 S. Military Trail W. P. B., FL 33415
Selection Committee Meeting (if required)	TBD	TBD	Procurement Department 50 S. Military Trail Room 1N-142 North/South W.P.B., FL 33415

Posting Date of Notice of Intent to Award	TBD	TBD	Procurement Department 240 S. Military Trail W.P.B., FL 33415 www.pbcgov.com/procurement
BCC Award Date	TBD		Governmental Center 301 N. Olive Avenue, 6th Floor W.P.B., FL 33401
Anticipated Contract Start Date	10/01/26		

NOTE: County reserves the right to alter the above activities and/or times at the County's sole discretion.

1.10 PROPOSAL SUBMISSION

All proposals must be submitted on 8 ½" x 11" paper.

One (1) unbound original, seven (7) bound copies, and one (1) electronic copy in pdf (CD or flash drive) of the complete proposal must be received in the Procurement Department by July 16, 2026, 4:00 p.m. local time. The original and all copies must be submitted in a sealed envelope or container. The proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
Procurement Department
240 South Military Trail, Suite 110
West Palm Beach, Florida 33415
ATTENTION: Christal Bakie, Purchasing Administrative Project Coordinator
RFP No.26-048/CB

Title: Central County Economic Development Master Plan
Due Date: July 16, 2026, 4:00 p.m. local time.

The Procurement Department's office hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Price Proposal Page(s) (Appendix A) must be signed by an officer of the company who is legally authorized to enter into a contractual relationship in the name of the proposer (“Authorized Person”).

The submission of a signed proposal by a proposer will be considered by the County as constituting a legal offer by the proposer to perform the required services at the proposed pricing identified therein.

1.11 CONTACT PERSON

The contact person for this RFP is Christal D. Bakie, Purchasing Administrative Project Coordinator, at (561) 616-6803, e-mail address cbakie@pbc.gov or PUR-Procure-Solicit@pbc.gov in the Procurement Department.

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with County staff and/or designated Selection Committee members concerning this RFP is permitted, except as authorized by the contact person designated herein.

1.12 CONE OF SILENCE

Proposers are advised that the “Palm Beach County Lobbyist Registration Ordinance” prohibits a proposer or anyone representing the proposer from communicating with any County Commissioner, County Commissioner’s staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract regarding its proposal, i.e., a “Cone of Silence”.

The “Cone of Silence” is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process.

Proposers may, however, contact any County Commissioner, County Commissioner’s Staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this contract via written communication, i.e., e-mail, or U.S. Mail.

Violations of the “Cone of Silence” are punishable by a fine of \$250.00 per violation.

1.13 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail or U.S. Mail, no later than the date specified and to the address listed in the RFP Timetable (Section 1.9) or e-mail address listed for the Contact Person (Section 1.11) above. The request must contain the proposer’s name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanation other than those made in the RFP or in any Amendment to this RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issued shall prevail.

As they are issued, all Amendments to solicitations will be posted under the applicable solicitation on the County's on-line Vendor Self-Service (VSS) system at [VSSPRD - Welcome to Palm Beach County's Vendor Self-Service \(VSS\) Registration System](#). It is the sole responsibility of the proposer to routinely check VSS for any Amendments that may have been issued prior to the Deadline for receipt of proposals. The County shall not be responsible for the completeness of any RFP package not downloaded from VSS or obtained directly from the Palm Beach County Procurement Department.

It is the proposer's sole responsibility to assure receipt of all Amendments. The proposer should verify with the designated Contact Person (see Section 1.11) prior to entering a proposal that all Amendments have been received. Proposers are required to acknowledge the receipt of all Amendments as part of their proposal.

SECTION 2 GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL GUARANTEE

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

2.2 MODIFIED PROPOSALS

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The County will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals.

Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Section 1.9) are late and shall not be considered.

2.5 RFP POSTPONEMENT / CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP; postpone or cancel, at any time, this RFP process; or re-issue this RFP.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the proposer. No payment will be made for proposals received, nor for any other effort required of or made by the proposers, prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

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

2.8 NEGOTIATIONS

The County may award a contract on the basis of initial proposals received, without discussions. Therefore, each submitted proposal should contain the proposer's best price and technical offer.

2.9 RIGHT TO PROTEST

Any proposer may protest any recommendations for contract award by submitting a written protest to the Director of Procurement within five (5) business days after posting the Notice of Intent to Award in accordance with Chapter 2, Article II, Section 2-55 of the Palm Beach County Code. Protests must be submitted in writing, addressed to the Director of Procurement, via hand delivery, or mail using the Procurement Department's address noted in Section 1.10 PROPOSAL SUBMISSION of this RFP

2.10 SMALL BUSINESS ENTERPRISES (SBE) / SBD REQUIREMENTS

NOTE: All Small Business Enterprise (SBD) Program forms, including waiver and good faith effort forms and documentation are available on the Office of Small Business Development (OSBD) website: <https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx>.

Item 1 – Policy

The BCC adopted the Small Business Development Ordinance (SBD Ordinance), codified in Sections 2-80.20 through 2-80.28 (as may be amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBD Program, and which is incorporated in this solicitation. The provisions of the SBD Ordinance are applicable to this solicitation, and has precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Proposal Submission Documentation

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

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

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

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

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

When a minimum mandatory API goal is applied, an improperly executed Schedule 1 will not count toward the established goal and may result in a determination of non-responsiveness to the solicitation.

Schedule 2 – Letter of Intent

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

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

In the event of a conflict between Schedules 1 and 2 when calculating SBE participation, the information provided on Schedule 2 takes precedence.

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

2.11 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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

2.12 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.13 CRIMINAL HISTORY RECORDS CHECK

Pursuant to Palm Beach County Code Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of contractors and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R2013-1470, R2015-0572 and R2024-0549, as may be amended. In October 2013, compliance with the requirements of the U.S. Federal Bureau of Investigation's CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The proposer is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance. Further, the proposer acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

2.14 REVIEW OF PROPOSALS

Each proposal will be reviewed to determine if the proposal is responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Selection Committee. A responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

2.15 WAIVER OF MINOR IRREGULARITY

An irregularity in a proposer's submitted proposal is deemed minor for purposes of correction when: (1) its waiver would not deprive the County of its assurance that the contract will be entered into, performed and guaranteed according to its specified requirements, and (2) the irregularity is of such a nature that its waiver would not adversely affect competitive proposals by placing a proposer in a position of advantage over other proposers or by otherwise undermining the necessary common standard of competition. Pricing errors are never considered a minor irregularity.

In situations where a proposal has incomplete, missing or unsigned required documents, which are deemed a minor irregularity, the Director of Procurement may allow the Proposer up to five (5) business days to correct said minor irregularity, per Section 2-54(C)(6)(a)(2), Palm Beach County Code. The decision whether to waive a minor irregularity is within the sole discretion of the Director of Procurement.

2.16 EXCEPTIONS TO THE RFP

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements" as stated in Section 3. The County is under NO obligation to accept any proposed exceptions or alternatives.

2.17 SELECTION PROCESS

All proposals timely received will be reviewed first by the Procurement Department to determine if each proposer has submitted the required information and met all Proposal Requirements (as stated in Section 3). Those proposals fulfilling the Proposal Requirements shall be referred to the Selection Committee for review and further consideration.

The Selection Committee will evaluate all responses to this RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.18. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Committee determine the final ranking of proposers. The Selection Committee may determine, as the result of additional information, that the impact of this information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria listed below, see Section 2.18 . Upon completion of the Selection Committee’s review and discussion of all the responsive proposals submitted, each Selection Committee Member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the totals of each Selection Committee Member’s score for each proposal.

After the Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and declare the proposer ranked the highest as its “finalist” and make its recommendation for award of the contract.

2.18 EVALUATION CRITERIA

- | | |
|--|----------------------------|
| 1. Experience / Qualifications
Background / References
(See Section 3.1) | Weight 30% (30 pts) |
| 2. Project Approach / Understanding
(See Section 3.2) | Weight 25% (25 pts) |
| 3. Key Personnel and Operations
(See Section 3.3) | Weight 15% (15 pts) |
| 4. Price Proposal
(See Section 3.7) | Weight 10% (10 pts) |
| 5. Small Business Enterprises
(See Section 2.10 and Exhibit C “API”s) | Weight 15% (15 pts) |
| 6. Business Location / Local Preference
(See Section 3.4) | Weight 5% (5 pts) |

2.19 AWARD OF CONTRACT

The award, if any, will be made to the responsive, responsible proposer whose proposal is considered to be the most advantageous to the County based on the Selection Committee's opinion after review of every such proposal including, but not limited to, price .

Upon review and approval of the Selection Committee's recommendation for award, the Procurement Department will post the award recommendation at the Procurement Department and on the Procurement Department website at www.pbcgov.com/procurement for a period of five (5) business days for review by interested parties prior to final approval of the award. The apparent successful proposer will be notified of the recommendation for award by mail. The recommended awardee shall provide documentation that demonstrates that the individual(s) executing the Contract has the authority to do so and to legally bind the recommended awardee. A contract must be completed and executed by the successful proposer and the County and, when appropriate, by the Board of County Commissioners before it becomes valid and effective. If these conditions and contract negotiations, if applicable, are not met and/or completed within a reasonable timeframe as determined by the County, the County may elect to cancel the Recommended Award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as the County has determined to cancel the procurement in its entirety. The official posting on the Procurement Department website shall prevail if a discrepancy exists between the referenced listings.

2.20 DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to a directive by the Board of County Commissioners, the Disclosure of Ownership Interest affidavit (DOIA, Appendix F) must be completed on behalf of any individual or business entity that seeks to do business with the County when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, F.S., whose interest is for sale to the general public.

Upon request from the Procurement Department, the recommended awardee shall submit a completed DOIA (Appendix F) within a reasonable time, as requested. If the recommended awardee fails to submit a completed DOIA in a timely manner, the County, at its sole discretion, may elect to cancel the Recommended Award.

2.21 STANDARD CONTRACT PROVISIONS (ATTACHMENT 1)

The selected proposer will be required to execute a contract similar to the attached Sample Standard Contract (Attachment 1). If a proposer has comments related to any of the provisions in this RFP and/or the Sample Standard Contract, comments must be made, in writing, no later than the date specified in the RFP Timetable (see Section 1.9).

The Sample Standard Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected proposer and the County be unable to consummate a written contract, the County may proceed to the next most advantageous proposal as determined by the Selection Committee or issue a new solicitation or cancel the procurement process in its entirety.

2.22 COMMENCEMENT OF WORK

This RFP does not, by itself, obligate the County. The County's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the proposer. The County may set a different starting date for the contract. The County will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by the County.

2.23 INSURANCE REQUIREMENTS

Prior to the effective date of the Contract, it shall be the responsibility of the successful proposer to provide evidence of the minimum amounts of insurance coverage specified in Attachment 1, Article 15, to Palm Beach County through the Contact Person set forth in Section 1.11, until otherwise notified by County.

The successful proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein (see Attachment 1, Article 15). Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the successful proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the Contract.

2.24 DRUG-FREE WORKPLACE CERTIFICATION

Proposers should submit, with their proposal, an executed Drug-Free Workplace Certification (Appendix E) indicating that the proposer has implemented a Drug-Free Workplace Program which meets the requirements of Section 287.087, F.S.

2.25 AUTHORIZED SIGNATURE

The authorized representative signature required on all offers and the Contract must be made by an officer of the company (if applicable).

2.26 PERFORMANCE BOND / LETTER OF CREDIT

The successful proposer shall furnish, to the County, a Performance Bond or Clean Irrevocable Letter of Credit (Letter of Credit) for in the amount of one hundred percent

(100%) of the Contract amount, prior to commencement of work, and shall keep the same in force and effect during the entire term of this Contract.

The successful proposer shall furnish a Performance Bond in a form and format satisfactory to the County as security for the faithful performance of the Contract resulting from the award of RFP No. 26-048/CB and for the payment of all costs incurred by the County to obtain a replacement contract, in the event the successful proposer fails to perform as required under said Contract. The term "Cost" as used herein shall include all fees, costs, and expenses arising out of the successful proposer's failure to perform the contract whether direct, indirect, actual, consequential, or incidental and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Beach County. In addition, the Performance Bond shall fully comply with the County's requirements and format as set forth in Palm Beach County PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance Bond is to ensure the faithful performance of all the requirements of the Contract (RFP No. 26-048/CB), and to save, defend, indemnify, and hold harmless the County from any and all damages, costs, fees, and expenses, either directly or indirectly arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity as issued by the United States Department of Treasury under 31.U.S.C., Sections 9304-9308. Bond Company shall meet all requirements/regulations set forth under the Florida Insurance Commissioner's Office. The successful proposer shall verify, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The successful proposer must furnish the executed bond prior to the County's approval of Contract.

A cashier's check or Letter of Credit from a financial institution with a rating deemed acceptable by the County may be provided in lieu of the Performance Bond, provided that the form, format, and terms of coverage are acceptable to the County. The terms of coverage of a Letter of Credit shall be substantially the same as that required of the Performance Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the County's requirements set forth in Palm Beach County PPM #CW-F-055, and the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of this RFP and PPM CW-F-055, the latter shall control.

Proposers interested in submitting a Letter of Credit in lieu of the Performance Bond may obtain a copy of PPM #CW-F-055 from Christal D. Bakie, Purchasing Administrative Project Coordinator, Palm Beach County Procurement Department, at work email and purchase@pbc.gov.

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

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

2.28 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

SECTION 3 PROPOSAL REQUIREMENTS

PROPOSAL FORMAT AND CONTENT

Format

Proposer **shall** submit one (1) unbound original, seven (7) bound copies, and one (1) electronic copy in pdf (USB or flash drive) of the complete proposal. Proposals should be typed and submitted on 8 ½" x 11" size paper. Copies should be bound using a single method of fastening (e.g., stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

Table of Contents

Proposals should contain a Table of Contents. The Table of Contents outlines, in sequential order, all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

Letter of Transmittal

Proposals should contain a Letter of Transmittal addressed to Christal D. Bakie, Purchasing Administrative Project Coordinator, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address and telephone number.
- b. Proposed working relationship between proposer and subcontractors, if applicable.
- c. Name, title, address, telephone/fax numbers and e-mail address of contact person during period of proposal evaluation.
- d. Signed by a person authorized to bind proposer to the terms of the proposal.

Technical Proposal

Proposals shall contain all of the documents listed below, each fully completed, signed, and notarized as required. Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

The item(s) marked by an asterisk (*) should be a part of the proposal; however, if these items are omitted, the proposer must submit the item(s) upon request from the County within a time frame specified by the County (normally within two working days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

Notwithstanding these proposal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the County (normally within two working days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

Each of the following requirements should be addressed in separate sections of the proposal.

3.1 EXPERIENCE / QUALIFICATION / BACKGROUND / REFERENCES INFORMATION

3.1.1 Each proposer shall submit a detailed statement of their experience, qualifications, and background for providing high level of experience in economic and real estate development and planning, regional economic analysis, and strategic implementation planning for local governments or multi-jurisdictional partnerships for a metropolitan area with a minimum population of 250,000 and geographical land area comparable to PBC Central County's 57 square miles. The consultant's experience shall also include a successful track record with projects similar in scope and complexity to the CCEDMP including, but not limited to:

- Preparation of comprehensive economic development master plans
- Regional or multi-jurisdictional economic development strategies
- Market and economic analysis
- Public engagement and stakeholder facilitation
- Redevelopment and catalytic project identification
- Infrastructure and land use integration
- Branding and investment attraction strategies
- Implementation frameworks with measurable performance metrics
- Building consensus with multiple public, private, and civic stakeholders.

The propopsa[shall include a summary of the firm's history, areas of specialization, and experience working with counties, municipalities, economic development agencies, or regional alliances. Proposers also demonstrate familiarity with:

- Florida economic development programs
- Regional economic planning
- Workforce development initiatives
- Public sector planning and regulatory environments.

3.1.2 Each proposer shall include a sample of similar transportation and multimodal master plans whether national or international, that have been approved

within the last ten (10) years.

- *3.1.3 Each proposer should submit a minimum of three (3) references demonstrating the successful provision of completion of economic development master plans, regional strategic planning efforts, or similar economic development initiatives within the past ten (10) years.

Each reference should include the following:

- a. Name of client company, contact names, addresses, e-mail address, telephone/fax numbers, dollar amount of contracts and dates of service.
- b. A brief statement of the Scope of Work, types of services performed and number of full-time staff provided.

3.2 PROJECT APPROACH / UNDERSTANDING INFORMATION

The proposer shall provide a detailed narrative description of its approach and methodology for developing and implementing the Central County Economic Development Master Plan (CCEDMP) consistent with the Scope of Work/Services including, but not limited to, the following:

- 3.2.1 Overview of the project tasks to be performed.
- 3.2.2 County resources that will be required to conduct the *study*.
- 3.2.3 Timeline for performing the required services from start to completion.

3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

The proposer shall provide:

- 3.3.1 An Organizational Chart identifying the structure of firm.
- 3.3.2 A list of the key personnel assigned to the project, their assigned location with the firm, along with a complete resume detailing their experience, education, expertise, qualifications and knowledge of the project.
- 3.3.3 A description of the role of each staff member who will be responsible for handling and monitoring the Contract.
- 3.3.4 Identification of projects of similar nature in which each staff member has been involved.

3.3.5 Local knowledge and experience is preferred for an economic development professional who will be a member of the overall consulting team. Knowledge of local regulatory agencies and laws applicable to real estate development and financing will be essential to inform the development of the CCEDMP.

3.3.6 Public engagement will be one of the components in the development of the CCEDMP. Local knowledge and experience is preferred for this component as identifying key stakeholders, geographic locations for targeted outreach and methods tailored to reach the community's varied population will be needed to inform the process.

3.4 BUSINESS LOCATION / LOCAL PREFERENCE

Pursuant to Section 2-80.47 of the Palm Beach County Local Preference Code, unless prohibited by federal, state or local law or where prohibited under the conditions of any grant, the location of a business shall be addressed through the evaluation criteria set forth in this solicitation.

Proposer shall submit at the time of proposal submission the attached "Certification of Business Location" (Appendix D) (the "Certification") together with a valid Business Tax Receipt issued by the Palm Beach County Tax Collector, unless the proposer is exempt from the Business Tax Receipt requirement by law, which will be used to verify that the proposer had a permanent place of business prior to the issuance of this Notice of Solicitation/Request for Proposal. The Palm Beach County Business Tax Receipt and the Certification are the sole determinant of Business Location/Local Preference points. Errors in the completion of the Certification or failure to submit the completed Certification will cause the proposer to not receive points for Business Location/Local Preference.

Provided a proposer does not qualify to receive an SBE preference, local proposers who submit the Certification, together with the required Business Tax Receipt at the time of proposal submission, shall receive five (5) points.

3.5 COMMERCIAL NON-DISCRIMINATION

As a condition of submitting a proposal to the County, the proposer agrees to comply with the County's Commercial Non-discrimination Policy as described in Resolution R2025-0748, as may be amended. In accordance with Palm Beach County Code Section 2-80.24, proposer hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution R2025-0748, as may be amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information, or on the basis of any otherwise

unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the proposer for this Solicitation, and to terminate any contract awarded based on the response.

Indicate your agreement to the foregoing by signing the Price Proposal Page(s).

In accordance with Palm Beach County Code Section 2-80.24, this certification and agreement must be completed and submitted with the proposal for all solicitations.

3.6 FINANCIAL / BUSINESS

Proposer should submit the following:

The firm's most recent financial audit, within the past two (2) years, with a statement from an independent certified public accountant, prepared in accordance with generally accepted accounting principles, demonstrating the firm's financial stability.

Required Appendices

3.7 PRICE PROPOSAL INFORMATION

The proposer shall submit the attached Price Proposal Page(s) (Appendix A) filled out and signed. The proposer shall indicate the amount of money to be paid by the County during the Contract term.

Offers will receive up to the maximum points listed in 2.18 above, based upon the reasonableness of the total price and competitiveness of this amount with other offers received.

In order for the County to make payment, the Vendor's Legal Name, Vendor's Address and Vendor's TIN/FEIN Number on the Contractor's proposal and Contract must be exactly the same as it appears on the invoice and in the County's Vendor Self Service (VSS) system. Contractor **shall** send **ALL ORIGINAL** invoices to the following address and **shall** send copies of invoices to the County's representative set forth in the Contract. Invoices submitted on carbon paper shall not be accepted.

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

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

3.8 BUSINESS INFORMATION

Each proposer shall complete and submit the attached Business Information page (Appendix B).

3.9 AMENDMENTS TO THE RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

3.10 NON GOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

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

3.11 ADDITIONAL APPENDICES - ADDITIONAL INFORMATION

Information considered by the proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

3.12 LITIGATION HISTORY

Proposers shall list any and all litigation against Pal Beach County or any other governmental entity within the past five (5) years, with outcome. If case is still ongoing, then status of the case.

3.13 RELATED ENTITIES

Proposers shall disclose if a proposed subcontractor or supplier is associated with or related to the entity as part of the ownership group, board or management of the entity responding to the solicitation.

SECTION 4 SCOPE OF WORK/SERVICES

4.1 PROJECT GOAL

The goal of the CCEDMP is to establish a multi-jurisdictional framework and roadmap for longterm, viable, and adaptable economic growth across the study area, which includes seven cities (City of Atlantis, City of Greenacres, Town of Haverhill, Town of Lake Clarke Shores, City of Lake Worth Beach, Town of Lantana, and Village of Palm Springs) and Palm Beach County. The CCEDMP will guide the Central County's investment strategies, provide tools for business attraction and retention, quality workforce development, land use planning, and infrastructure needs. By building on existing assets, identifying barriers and opportunities, and fostering stakeholder collaboration, the plan advances a unified regional vision for the next 10 to 20 years.

Project Objectives:

- A. Evaluate the current economic landscape, industry trends, and opportunities.
- B. Engage stakeholders, such as residents, property owners, development and business entities in a strategic public outreach process.
- C. Identify strategies to attract, retain, and expand industries that will create an innovative economic environment and enhance the quality of life of the area.
- D. Recommend workforce and talent development initiatives.
- E. Recommend land use, zoning, and infrastructure improvements.
- F. Produce an investment attraction and branding strategy.
- G. Recommend redevelopment and catalytic projects.
- H. Provide an actionable implementation framework with measurable outcomes to help determine next steps and estimates of project funding necessary.

4.2 Key Tasks and Deliverables

4.2.1 Task 1 - Project Kickoff and Work Plan Development

- A. The CONSULTANT shall conduct a kickoff corridor and redevelopment field tour, prepare a 0-12 month quick wins list, and create a risk register identifying barriers and mitigation strategies.
- B. The CONSULTANT shall meet with County staff, Central County Alliance (CCA) and stakeholders to refine project goals, timeline, and deliverables.
- C. The CONSULTANT shall prepare a detailed project work plan, including Project Milestones and Schedule.
- D. The Deliverables for this task will include the following:

1. Project Work Plan and initial Project Schedule shall be developed within 30 days after the issuance of the Notice to Proceed (NTP) which shall be updated as necessary throughout the project.
2. Kickoff Meeting Summary

4.2.2 Task 2 - Evaluate Previous Studies/Plans

- A. The CONSULTANT shall produce a crosswalk matrix of prior plans identifying conflicts, duplication, unused recommendations, and causes of stalled actions.
- B. The CONSULTANT shall review the following documents to assess existing economic environment and will not be bound by the existing Future Land Use and Zoning to develop the potential redevelopment scenarios for the CCEDMP:
 1. Heart of Palm Beach County
 2. PBC Urban Redevelopment Area (URA)
 3. Countywide Community Revitalization Team (CCRT) Area
 4. County Overlays
 5. Countywide Transportation Master Plan (CTMP)
 6. Other Plans that may exist within the municipalities
 7. Vision Plans
 8. Market Analysis that may exist for the study area
 9. Census data and population projections
 10. Community Redevelopment Agency (CRA) Plans
 11. PBC Airport Master Plan
 12. Parks Master Plan
 13. Capital Improvement Plans (CIP)
 14. Metropolitan Planning Organization (MPO) Plans such as the 561Plan, 2050 Long Range Transportation Plan (LRTP), and Vision Zero
 15. FEMA maps
 16. Fiber optics systems plans (public and available private networks)
 17. Palm Beach County School District (PBCSD) data for the schools within the study area
<https://www.palmbeachschools.org/departments/federal-and-state-programs/parent-information/schoolwide-plans-palmbeachschools.org>
 18. Resources from CareerSource PBC
<https://www.careersourcepbc.com/education-industry-consortium-of-the-palm-beaches/>

19. Treasure Coast Regional Planning Council Comprehensive Economic Development Strategy (TCRPC CEDS)
https://cms5.revize.com/revize/treasurecoastcrp/programs_service/economic_development/treasure_coast_ceds/comprehensive_economic_development_strategy.php
20. Florida Department of Environmental Protection (DEP) Brownfield Sites
<https://floridadep.gov/waste/waste-cleanup/content/dep-brownfields-geoviewer>

C. The deliverables for this task will include the following:

1. Existing economic conditions report for the study area.
2. Strengths Weaknesses Opportunities Threats (SWOT) Analysis.

4.2.3 Task 3 – Public Engagement

- A. The CONSULTANT shall develop most effective method for engaging and obtaining effective input from stakeholders, including property owners, industry experts, small business owners and documented feedback outcomes at various milestones of the project, and students and parents' numbers and meeting formats, including but not limited to surveys, interviews, focus groups, open houses, and roundtables.
- B. The CONSULTANT shall conduct public engagement events with stakeholders within the study area and documented feedback outcomes at various milestones of the project.
- C. The CONSULTANT shall conduct quarterly outreach events for Industry leaders once preliminary industries are identified to gauge interest and develop and maintain an interested parties list of industry stakeholders. Existing forums may be used to accomplish this task.
- D. The CONSULTANT shall host follow-up meeting(s) with key industries within one (1) year after the adoption of the CCEDMP to connect interested parties to CCA, PBC representatives, and property owners and provide a progress update, assessment of the effectiveness of the CCEDMP, and adjustments to the CCEDMP, if needed.
- E. The deliverable for this task is a Public Involvement Plan (PIP), which shall be developed within forty-five (45) days of the issuance of the NTP.

4.2.4 Task 4 - Economic Analysis

- A. The CONSULTANT shall provide the following using the industry standards and methodologies:
1. Real Estate market analysis
 2. Economic Market analysis
 3. Industry clusters - existing and targeted
 4. Housing inventory with types, rent and sale prices, market rate and forecast
 5. Inventory of current businesses and human capital needed for industry clusters
 6. Identify opportunity sites and catalytic projects
 7. Analyze educational environment and identify gaps and deficiencies as well as opportunities for alignment in curriculum
 8. Strategies to highlight the study area as an asset through the economic development framework
 9. Identifying key economic drivers and list of achievable and measurable strategies to incentivize redevelopment at key locations within the area.
 10. Identify and incorporate any Expanded Opportunity Zone adopted by the State of Florida into the analysis and funding or financial recommendations
 11. Identification of list of incentives for new industries and enhancing current viable industries (tax, flexible regulations, streamline administrative and development review processes, infrastructure leveraging, etc.)
- B. The deliverables for this task will be synthesized and incorporated into an economic toolkit which includes best practices, incentives, leveraging strategies to achieve actionable and measurable results. The products of this task will produce the researched results from the CONSULTANT that will be used as a basis to attract the desirable industries and the next steps to implement the CCEDMP list of priorities.

4.2.5 Task 5 - Education and Career Development

- A. The CONSULTANT shall incorporate school curriculum improvements into the CCEDMP to allow recruitment of desired industries and workforce development and contribute to the readiness of curriculum/training that will be required by these industries.

- B. The CONSULTANT shall also provide non-traditional or ways of career achievement such as vocational training, apprenticeship, professional practice, e-commerce, etc.
- C. The CONSULTANT shall reach out to PBSC and JFK to explore potential partnerships that may contribute to the workforce pipeline for the desired industries.
- D. The CONSULTANT will also provide recommendations for effective communication strategies with PBCSD, private and charter schools to improve pre-K, elementary, secondary, high school curricula and enhance mentoring opportunities.
- E. The CONSULTANT shall provide strategies for the improvements to raise the grades or performance levels for all public schools.
- F. The deliverables for this task will be incorporated into the CONSULTANT's recommendations for the CCEDMP's Education and Career Development component.

4.2.6 Task 6 - Analyze Land Use Plans

- A. The CONSULTANT shall Identify existing development patterns, rules, and regulations in the study area that may need to be modified in furtherance of the CCEDMP.
- B. The CONSULTANT shall provide recommendations for market-driven redevelopment opportunities.
- C. The CONSULTANT shall review any Florida Department of Transportation (FDOT) improvements, CTMP, MPO, PBC Safe Streets and Roads for All (SS4A) data and plans etc. and identify transportation easements along affected corridors for multimodal transportation elements.
- D. The CONSULTANT shall identify redevelopment opportunities where boundaries are adjacent to/in proximity of each other to create larger opportunity areas (nodes) for assemblage of properties. Identification of potential redevelopment opportunities based on market potential, and constraints to effectuate the quality development scenarios.

- E. The deliverable for this task is a report which will include recommendations of potential site characteristics for redevelopment, assemblages, and/or new catalytic development projects and tools to attract the anchor and supportive users for each site.

4.2.7 Task 7 - Corridor Design

- A. The CONSULTANT shall establish a base level streetscape design and cross sections with landscaping, lighting, streetscape, pedestrian and current and future transit amenities, and unified signage/wayfinding elements.
- B. The CONSULTANT shall incorporate Branding components into the streetscape design to delineate the placemaking opportunities and include both sides of the roadways for a comprehensive design.
- C. The CONSULTANT shall extend multi-modal/safety improvements across municipal and County jurisdictions within the boundaries of the study area.
- D. The CONSULTANT shall incorporate current and future transit opportunities as well as connections to the airports and downtowns or city centers.
- E. The deliverables for this task shall include:
 - 1. Recommended design principles in the cross-sections and typical multimodal details, as applicable to serve as an areawide recommended standard for a variety of typical right-of-way sections in the County, recognizing the unique characteristics of the study area.
 - 2. Graphic depictions and plans of various streets to show existing conditions, and how various rights-of-ways can be retrofitted using adopted design principles to improve safety and multimodal mobility.

4.2.8 Task 8 - Infrastructure Analysis

- A. The CONSULTANT shall perform a water and sewer capacity analysis for the corridors and potential new or redevelopment areas/sites.
- B. The CONSULTANT shall recommend a comprehensive plan to reduce the number of septic systems only if the elimination is in furtherance of the CCEDMP and provides redevelopment opportunities, the intention is not

to prevent residential properties from continuing to exist in their current state but to ensure quality of life.

- C. The CONSULTANT shall assess the basins and legal positive outfalls for the identified new or redevelopment sites and explore opportunities for drainage credit bank or compensatory storage.
- D. The CONSULTANT will review and assess the feasibility and costs of other Utilities improvements including but no limited to gap analysis and coordination with FPL, ATT, Comcast, FPU, and fiber optic networks, for undergrounding of the lines, where appropriate.

4.2.9 Task 9 – Branding (unique identity for region)

- A. The CONSULTANT shall be responsible for the development of a branding strategy for the study area which will include quality offerings within each of the seven municipalities and unincorporated County properties while promoting the Central County area as a whole.
- B. The CONSULTANT shall develop a brand for the Central County after evaluating the area’s lifestyle, business climate, economics, and amenities of the area, tailoring branding strategies to focus on the preferences, needs, and uniqueness of the area.
- C. The Brand may include the following key components such as:
 - 1. Brand Purpose and Values
 - 2. Target Audience
 - 3. Branding Identity
 - 4. Consistent Messaging
 - 5. Brand Experience
- D. The deliverables for this task shall include the development of a unique brand for the Central County and include a destination marketing campaign and promotional strategies with examples or templates of collaterals that will reflect the uniqueness of the area.

4.2.10 Task 10 – Program/Service Cohesiveness

- A. The CONSULTANT shall recommend a uniform set of enforcement standards to address the following:

1. Code Enforcement consistency on basic standards among all jurisdictions.
2. Evaluate and recommend appropriate requirements for uses and chronic nuisance conditions that produce secondary effects that are adverse to the public's welfare and quality of life, the tone of commerce, and the community environment in the study area.
3. Strategies to address nonconforming uses such as relocation, acquisitions, chronic nuisance measures, etc.
4. Strategies to reduce obstacles and decrease site elements that would discourage the redevelopment of nonconforming properties such as assemblage, cross access, etc.
5. Data in the CTMP will be incorporated and/or inform this regional effort.

4.2.11 Task 11 – Amenities

- A. The CONSULTANT shall incorporate at minimum the following criteria, and other industry standards, in the minimum requirements per capita Level of Services (LOS) for attracting businesses and companies to relocate in the study area:
 1. Education/Workforce
 2. Housing – Attainable Housing
 3. Jobs/Income
 4. Proximity Entertainment
 5. Proximity to airport/transit

4.2.12 Task 12 Policies affecting region

- A. The CONSULTANT shall provide recommendations for a Mutual Services Agreement (MSA) for planning and zoning, utilities, economic development, recreation, power, and other services (such as library, police, fire, waste management, emergency, transportation, etc.) and how to cost share these services.
- B. The CONSULTANT shall recommend an Organizational Structure for the Planning and Implementation of the CCEDMP, including but not limited to a Board consisting of CCA members, county staff, and other external subject matter experts.

- C. The CONSULTANT shall recommend a path for a coordinated and streamlined system with PBC and the CCA to help incentivize development and redevelopment and expedite concierge service for quality development proposals in the study area.

4.2.13 Task 13 – Annexation Strategies

- A. The CONSULTANT shall work with the County, the CCA, residents, and applicable entities to show benefits of a cohesive community.
- D. The CONSULTANT shall recommend annexation incentives between County and municipalities or an Interlocal Service Boundary Agreement (ISBA) to facilitate the future annexation of unincorporated County properties consistent with Florida Statutes.
- E. The CONSULTANT shall develop a coordinated annexation policy statement which will consider things such as Municipal Services Taxing Unit (MSTU) and how to address deficiencies in an area through cost share.
- F. The CONSULTANT shall also explore and draft, if appropriate, a legislative solution for the annexation of unincorporated County properties.

4.2.14 Task 14 – Funding/Leveraging Strategies

- A. The CONSULTANT shall recommend and identify funding strategies and sources for all proposed projects in the CCEDMP implementation to be incorporated into the CCEDMP.

4.2.15 Task 15 – Project Deliverables

- A. The CONSULTANT shall provide a final CCEDMP in a searchable, electronic format.
- B. The CONSULTANT shall complete the CCEDMP within the first eighteen (18) months after the issuance of the NTP.
- C. The CONSULTANT shall develop Implementation Strategy and Timeline to be incorporated into CCEDMP within 60 days from the adoption.

- D. The CONSULTANT shall develop and maintain a website for the CCEDMP development process with appropriate graphics in a user-friendly format for the public within 60 days of NTP.
- E. The CONSULTANT shall develop and maintain website portal within the required website that will allow for integration of existing info on real estate, incentives, and shared resources and/or hyperlinks from partners such as the CCA, Business Development Board of Palm Beach County (BDB), PBC Department of Housing and Economic Development (HED), business partners (CRAs, Downtown Development Authorities or DDAs, Economic Councils, Chamber of Commerce, etc.) within 180 days of NTP.
- F. The CONSULTANT may include additional information and/or recommendations in furtherance of the Goals of the CCECMP not envisioned in the SOW.

4.2.16 Task 16 – Final Presentations

- A. The CONSULTANT shall present the CCEDMP at a minimum of (10) public meetings in key geographic locations within the CCEDMP study area to any applicable stakeholder group previously identified in this SOW.
- B. The CONSULTANT shall present the CCEDMP to the CCA and PBC Board of County Commissioners (BCC), which considers the input from all stakeholders as set forth in this SOW.

4.2.17 Task 17 – Additional Services

- A. The CONSULTANT may be asked to provide project management services for the implementation of the CCEDMP. The cost may be negotiated and contracted at an hourly rate.
- B. The CONSULTANT may be asked to provide additional related services, such as but not limited to additional meeting, grant writing, etc. as needed for the duration of the contract. The cost may be negotiated and contracted at an hourly rate.

SECTION 5 ATTACHMENTS

ATTACHMENT 1 -	SAMPLE STANDARD CONTRACT
EXHIBIT A-	SCOPE OF WORK/SERVICES
EXHIBIT B-	CONTRACTOR/CONSULTANT PROPOSAL
EXHIBIT C -	AFFIRMATIVE PROCUREMENT INITIATIVES (“API”)
EXHIBIT D -	NON GOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

ATTACHMENT 1
SAMPLE STANDARD CONTRACT
CONTRACT FOR
CENTRAL COUNTY ECONOMIC DEVELOPMENT MASTER PLAN
(Contract No. 26-048/CB)

This Contract No. 26-048/CB is made as of this _____ day of _____, 2026, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and *(Contractor's/Consultant's Legal Name and Address)* _____, *(select the applicable type from the following types of entities describing Contractor or Consultant) an individual, a partnership, a corporation, a limited liability company, or specify another* authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

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

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide _____ services to the Department of Housing and Economic Development in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's proposal dated _____, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be (Name, Title) _____, telephone number (561) _____ or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be (Name, Title) _____, telephone number _____.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFP No. 26-048/CB and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's proposal dated _____; and (4) all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 3 – SCHEDULE

The proposed effective date of this Contract is the date listed on the Notice to Proceed (NTP), after execution by the Board of County Commissioners. The CONSULTANT will

provide services for a thirty (30) month period with three (3) one (1) year options for renewal at the sole discretion of the COUNTY.

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

ARTICLE 4 - PAYMENTS TO CONTRACTOR/CONSULTANT (

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials *including, if applicable, "out-of-pocket" expenses specified in paragraph C below (delete if not applicable)* shall not exceed a total contract amount of _____ Dollars and no *or* ____ cents (\$_____).

The CONSULTANT shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, no later than the 15th of the following month or as otherwise provided, at the amounts set forth in Exhibit A for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. **Should this Contract have approved subcontractor(s), the CONSULTANT shall reimburse the subcontractor(s) within ten (10) business days of receipt of payment from the County.**

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

- C. Out of Pocket Expenses: Any out-of-pocket expenses, including travel, shall be included in the "not-to-exceed total contract amount" listed in Article 4.A. above. Out-of-pocket expenses will be reimbursed up to an amount not to exceed Dollars and no *or* ____ cents (\$_____), and in accordance with the list of the types and amount of expenditures eligible for reimbursement as set forth in CONSULTANT's proposal, Exhibit __. All requests for payment of out-of-pocket

expenses eligible for reimbursement under the terms of this Contract shall include copies of paid receipts, invoices, or other documentation acceptable to the COUNTY's Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, F.S.

D. Contract Closeout Period –

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

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

F. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Procurement Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use subcontractors/subconsultants, CONSULTANT must also ensure that all subcontractors/subconsultants are registered as contractors/consultants in VSS. All subcontractor/subcontractor agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONTRACTOR/CONSULTANT and all of its subcontractors/subconsultants are registered in VSS.

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

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

ARTICLE 6 - PERFORMANCE BOND / LETTER OF CREDIT (TO BE DETERMINED BY PROCUREMENT AND USER DEPARTMENT.

The CONSULTANT shall furnish, to the County, a Performance Bond or Clean Irrevocable Letter of Credit (Letter of Credit) for in the amount of one hundred percent (100%) of the Contract amount, prior to commencement of work, and shall keep the same in force and effect during the entire term of this Contract.

The CONSULTANT shall furnish a Performance Bond in a form and format satisfactory to the County as security for the faithful performance of the Contract resulting from the award of RFP 26-048/CB and for the payment of all costs incurred by the County to obtain a replacement contract, in the event the CONSULTANT fails to perform as required under said Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the CONSULTANT's failure to perform the contract whether direct, indirect, actual, consequential, or incidental and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Beach County. In addition, the Performance Bond shall fully comply with the County's requirements and format as set forth in Palm Beach County PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance Bond is to ensure the faithful performance of all the requirements of the Contract (RFP 26-048/CB) and to save, defend, indemnify, and hold harmless the County from any and all damages, costs, fees, and expenses, either directly or indirectly arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity as issued by the United States Department of Treasury under 31.U.S.C., Sections 9304-9308. Bond Company shall meet all requirements/regulations set forth under the Florida Insurance Commissioner's Office. The CONSULTANT shall verify, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The

CONSULTANT must furnish the executed bond prior to the County's approval of Contract.

A cashier's check or Letter of Credit from a financial institution with a rating deemed acceptable by the County may be provided in lieu of the Performance Bond, provided that the form, format, and terms of coverage are acceptable to the County. The terms of coverage of a Letter of Credit shall be substantially the same as that required of the Performance Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the County's requirements set forth in Palm Beach County PPM #CW-F-055, and the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of this RFP and PPM CW-F-055, the latter shall control.

CONSULTANT's interested in submitting a Letter of Credit in lieu of the Performance Bond may obtain a copy of PPM #CW-F-055 from Christal D. Bakie, Purchasing Administrative Project Coordinator, Palm Beach County Procurement Department, at work email and purchase@pbc.gov.

ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER

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

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

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

ARTICLE 8- TERMINATION

- A. This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT .

- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONSULTANT or **without cause** upon ten (10) business days written notice to the CONSULTANT . Unless the CONSULTANT is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.
- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:
1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9 - PERSONNEL

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

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

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

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

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

ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK

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

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

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

ARTICLE 11 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small business enterprises (SBEs) for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONSULTANT uses subcontractors, CONSULTANT must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.

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

ARTICLE 12 - SMALL BUSINESS ENTERPRISE PROGRAM COMPLIANCE - PENALTIES

NOTE: The following provisions apply to the sections of the non-federally funded portions of this solicitation. All SMALL Business Enterprise (SBE) Program Forms, including waiver forms and good faith effort documentation are available on the Office of Small Business Development (OSBD) website: <https://discover.pbcgov.org/HED/osbd/Pages/Documents.aspx>.

Item 1 – Policy

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

Item 2 – Proposal Submission Documentation

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

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

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

Schedule 1 – List of Proposed Consultant and Subconsultant Participation

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

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

Schedule 2 – Letter of Intent

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

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

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

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

Failure to comply with this *Article 12* is a material breach of this Contract.

ARTICLE 13 - FEDERAL AND STATE TAX

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

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

ARTICLE 14 - AVAILABILITY OF FUNDS

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

ARTICLE 15 - INSURANCE REQUIREMENTS

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

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

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

- B. **Business Auto Liability:** The CONTRACTOR shall maintain Business Auto Liability insurance at a limit of liability not less than \$500,000 combined single limit for property damage and bodily injury each accident. This requirement may be satisfied by amendment to the Commercial General Liability policy
- C. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.
- D. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$2,000,000 each occurrence, and \$3,000,000 per aggregate. When a self-

insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the contract term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

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

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

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Procurement Department

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

E. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves

the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 16 - INDEMNIFICATION

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

ARTICLE 17 - DIGITAL ACCESSIBILITY COMPLIANCE

Consultant acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the County shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the County, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

Consultant shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Consultant shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the County to be noncompliant, Consultant shall promptly remediate the noncompliance at no additional cost to the County and within a timeframe specified by the County. Consultant shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the County is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 18 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the

CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT .

ARTICLE 19 - REMEDIES

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

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

ARTICLE 20 - CONFLICT OF INTEREST

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

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

ARTICLE 21 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

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

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

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

ARTICLE 22 - ARREARS

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

ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

The CONSULTANT agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT or by or in conjunction or consultation with any other party

whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT , and wherever located shall be the property of the COUNTY.

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

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

ARTICLE 24 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

ARTICLE 25 - CONTINGENT FEE

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

ARTICLE 26 - PUBLIC RECORDS, ACCESS AND AUDITS

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

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the

COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONSULTANT to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

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

ARTICLE 27 - NON-DISCRIMINATION

A. Employer Non-Discrimination

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

B. Commercial Non-Discrimination

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as may be amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status,

sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

ARTICLE 28 - AUTHORITY TO PRACTICE

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

ARTICLE 29 - SEVERABILITY

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

ARTICLE 30 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR/CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 31 - SCRUTINIZED COMPANIES

A. As provided in F.S. 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT

certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725 as may be amended. Pursuant to F.S. 287.135(3)(b), as may be amended, if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

- B. **When contract value is greater than \$1 million:** As provided in F.S. 287.135, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to F.S. 215.473, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to section FS 287.135(3)(a), as may be amended, if CONSULTANT is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section F.S. 215.473, relating to scrutinized active business operation in Iran, this Contract may be terminated at the option of the County.

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

ARTICLE 32 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 33 - NOTICE

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

Jessica Comis, Director
Procurement, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to: Axel Miranda, Director
Housing and Economic Development
100 Australian Avenue, 5th Floor
West Palm Beach, FL.33406

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

ARTICLE 34 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 35 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 36 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract.

The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 37 - E-VERIFY – EMPLOYMENT ELIGIBILITY

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

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

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

ARTICLE 38 – DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

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

ARTICLE 39 – PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

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

ARTICLE 40 – NON GOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT

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

ARTICLE 41- DIGITAL ACCESSIBILITY COMPLIANCE

CONSULTANT acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Consultant represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

CONSULTANT shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, CONSULTANT shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, CONSULTANT shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. Consultant shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

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

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

PALM BEACH COUNTY, FLORIDA FOR ITS
BOARD OF COUNTY COMMISSIONERS
BY JESSICA COMIS
DIRECTOR OF PROCUREMENT

Jessica Comis, Director

WITNESSES:

CONSULTANT :

Signature

Company Name

Name (type or print)

BY:

Signature

Signature

Typed Name

Name (type or print)

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

EXHIBIT A
SCOPE OF WORK/SERVICES
Contract No. 26-048/CB
(To be added upon Award of Contract)

**EXHIBIT B
CONSULTANT'S PROPOSAL**

Dated _____

Contract No. 26-048/CB

(To be added upon Award of Contract)

EXHIBIT C
AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR
GOODS AND OTHER SERVICES
Contract No. 26-048/CB

The API(s) approved for this project is listed below.

SBE Evaluation Preference for SBE Prime Respondents – Professional Services – Non CCNA Contracts (Ord. 2-80.24(2)(c) Option 2)

Up to 15% of the total evaluation points are reserved for overall SBE participation.

Non-SBE Primes (Sliding Scale). Points shall be allocated based upon the relative level of SBE dollar participation committed by the prime respondent’s team (e.g., 0% = 0 points; 50% of highest SBE participation = 7.5 points; highest SBE participation = 15 points).

SBE Primes (Local Performance with Subcontractors). When the prime respondent is an SBE, the sliding scale shall not apply. Eligibility for evaluation preference points requires that the majority of the work performed by the SBE prime respondent be completed by personnel from the SBE prime respondent’s County location. Points shall be calculated by multiplying 0.15 points by the sum of:

1. the percentage of contract work performed by personnel from the SBE prime respondent’s County office, and
2. the percentage of contract work performed by SBE.

SBE Subcontracting Goals - Professional Services Contracts (Ord. 2-80.24(2)(d))

A 2% SBE subcontracting participation goal is established for this Contract.

A minimum mandatory goal of two percent (2%) of the total estimated dollar value of the contract shall be subcontracted to SBEs, however the Office of SBD may reduce or waive this goal when factually demonstrated that there is inadequate availability of SBE prime and/or subcontractor firms.

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

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or
services as defined in section 787.06, Florida Statutes.

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

(signature of officer or representative) _____
(printed name and title of officer or
representative)

State of _____, County of _____

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

Personally known OR produced identification .

Type of identification produced _____.

NOTARY PUBLIC
My Commission Expires:
State of _____ at large

(Notary Seal)

SECTION 6 APPENDICES

- APPENDIX A - PRICE PROPOSAL PAGE(S)
- APPENDIX B - BUSINESS INFORMATION
- APPENDIX C - OSBD SCHEDULES 1, 2, 3(A) & 4
- APPENDIX D - CERTIFICATION OF BUSINESS LOCATION
- APPENDIX E - DRUG-FREE WORKPLACE CERTIFICATION
- APPENDIX F - DISCLOSURE OF OWNERSHIP INTERESTS

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 26-048/CB**

Page 1 of 4

The following pricing is submitted as the all-inclusive pricing (including travel, mileage, lodging, meetings, printing, website hosting, administrative expenses, and all other incidental costs) required to provide professional consulting services for the Central County Economic Development Master Plan (CCEDMP) in accordance with the Scope of Work set forth in this RFP.

BASE SCOPE OF SERVICES – TASK BASED PRICING

Proposers shall provide a lump sum price for each task listed below. Pricing shall include all labor, travel, materials, stakeholder meetings, data analysis, graphics, and administrative costs necessary to complete each task.

Task No.	Description	Lump Sum Price
Task 1	Project Kickoff and Work Plan Development (Kickoff meetings, field tour, project work plan, quick wins list, risk register, and project schedule)	\$ _____
Task 2	Review and Evaluation of Existing Studies and Plans (Crosswalk of prior plans, economic conditions review, SWOT analysis)	\$ _____
Task 3	Public Engagement and Stakeholder Outreach (Public Involvement Plan, stakeholder interviews, surveys, workshops, focus groups, outreach events)	\$ _____
Task 4	Economic and Market Analysis (Industry cluster analysis, real estate and economic market assessment, housing inventory, opportunity sites and catalytic project identification)	\$ _____
Task 5	Education and Workforce Development Analysis (Education pipeline review, workforce alignment strategies, partnerships with educational institutions)	\$ _____
Task 6	Land Use and Redevelopment Analysis (Review of development patterns, redevelopment opportunity sites, regulatory barriers, and assemblage opportunities)	\$ _____
Task 7	Corridor Design and Placemaking Strategy (Streetscape concepts, multimodal improvements, branding integration, corridor design principles)	\$ _____
Task 8	Infrastructure and Utilities Analysis (Water/sewer capacity analysis, septic reduction strategies, drainage analysis, utilities coordination)	\$ _____
Task 9	Branding and Identity Development (Regional branding strategy, messaging framework, destination marketing concepts, branding materials)	\$ _____

**APPENDIX A
PRICE PROPOSAL PAGES
RFP NO. 26-048/CB**

Page 2 of 4

Task 10	Program and Service Cohesiveness Recommendations (Code enforcement alignment, nuisance use strategies, redevelopment facilitation strategies)	\$ _____
Task 11	Community Amenities and Quality of Life Assessment (Evaluation of amenities needed to attract businesses including housing, workforce, and entertainment assets)	\$ _____
Task 12	Policy and Governance Recommendations (Mutual Services Agreement recommendations, organizational structure for CCEDMP implementation, streamlined development coordination)	\$ _____
Task 13	Annexation Strategies (Policy recommendations, annexation incentives, interlocal agreements, legislative considerations)	\$ _____
Task 14	Funding and Leveraging Strategies (Identification of funding sources, grant opportunities, financial tools, and implementation funding strategies)	\$ _____
Task 15	Final Economic Development Master Plan Deliverables (Preparation of draft and final CCEDMP, implementation framework, online portal development, digital deliverables)	\$ _____
Task 16	Final Presentations and Adoption Support (Presentations to stakeholders, Central County Alliance, and Board of County Commissioners)	\$ _____

TOTAL BASE SCOPE PRICE

TOTAL CONTRACT AMOUNT (NOT-TO-EXCEED): \$ _____

The rates above are based on a forty (40) hour week, eight (8) hours per day. Overtime (over eight (8) working hours in one day) and/or weekend rates are one and one-half (1.5) times the listed rates. All overtime hours must be approved, in advance, by the Building Director.

**APPENDIX A
PRICE PROPOSAL PAGES (HOURLY RATE)
RFP NO. 26-048/CB**

Page 3 of 4

Proposer shall provide below the proposed full-burdened hourly rates for providing the Department of Housing and Economic Development with professional services described in Requirements/Scope of Work/Services for additional services as set forth in this RFP document. All rates are “fully burdened”, i.e., includes all overhead costs, general, administrative and profit.

Key Personnel: PROFESSIONAL CONTRACTOR SERVICES POSITIONS

Item #	Name	Job Function	Fully-Burdened Hourly Rate
1.		Principal	
2.		Senior Consultant	
3.		Consultant	
4.		Junior Consultant	
5.		Program and Administrative Support	

Other Labor Charges (if applicable):		
Item #	Additional Services (Not Included in Scope of Work/Services):	Total Cost (\$)
1,	Additional Public Input Meeting	
2.	Additional Virtual Public Input Meeting	

**APPENDIX A
PRICE PROPOSAL PAGES (HOURLY RATE)
RFP NO. 26-048/CB**

Page 4 of 4

The Proposer certifies by signature below the following:

- a. This price is current, accurate, complete, and is presented as the Total Price, including out-of-pocket expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFP.
- b. This Submittal is current, accurate, complete, and is presented to the County for the performance of this contract in accordance with all the requirements as stated in this RFP.
- c. The Submittal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Submittal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the respondent at any time during the solicitation process and in any form deemed necessary by the County.
- e. The information in Section 3.5 Commercial Non-Discrimination Certification is true and correct to the best of the Respondent's knowledge.
- f. There are no legal proceedings required to be disclosed, as required by Section 3.5 Commercial Non-Discrimination, except as disclosed in Respondent's submittal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your submittal non-responsive.

IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO. _____

SIGNATURE: _____

**APPENDIX B
BUSINESS INFORMATION
RFP NO. 26-048/CB**

Full Legal Name of Entity: _____
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: _____

Telephone Number: (____) _____ Fax Number: (____) _____

Form of Entity:

- Corporation
- Limited Liability Company
- Partnership, General
- Partnership, Limited
- Joint Venture
- Sole Proprietorship

Federal I.D. Number: _____

(1) If Proposer is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proposer (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes No

If **yes** to the above, as of what date? _____

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: _____

NAME (PRINT): _____

TITLE: _____

COMPANY: _____

APPENDIX C
OSBD SCHEDULES 1, 2, 3(A), & 4
RFP NO. 26-048/CB

OSBD SCHEDULE 1*

SOLICITATION/PROJECT/BID NAME: _____

SOLICITATION/PROJECT/BID NO.: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____

COUNTY DEPARTMENT: _____

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: _____

Non-SBE SBE

SBE Prime's must include their percentage or dollar amount in the Total Participation line under section B.

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)		<u>DOLLAR AMOUNT OR PERCENTAGE OF WORK</u>
	<u>Non-SBE</u>	<u>SBE</u>	
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____

(Please use additional sheets if necessary)

Total _____

Total Bid/Offer Price \$ _____

Total Certified SBE Participation \$ _____

I hereby certify that the above information is accurate to the best of my knowledge: _____

Name & Authorized Signature

Title

- Note:**
- The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 - Only those firms certified by Palm Beach County at the time of solicitation due date are eligible to meet the established OSBD Affirmative Procurement Initiative (API). Please
 - Modification of this form is not permitted and will be rejected upon submittal.
 - If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation.

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD LETTER OF INTENT – SCHEDULE 2*

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. If a Mandatory API goal applies, failure to submit a properly executed Schedule 2 will result in a determination of non-responsiveness to the solicitation. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Prime Contractor: _____ Subcontractor: _____

(Check box(s) that apply)

SBE Non-SBE Supplier Date of Palm Beach County Certification (if applicable): _____

SBE PARTICIPATION – SBE Primes must document all work to be performed by their own work force on this form. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. When applicable, identify the line item(s) associated with the service/product being supplied. SBE credit will only be given for the areas in which the SBE is certified. A detailed quote/proposal may be attached to a properly executed Schedule 2 for additional information.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Print Name of Prime

By: _____

Authorized Signature

Print Name

Title

Date: _____

Print Name of Subcontractor/subconsultant

By: _____

Authorized Signature

Print Name

Title

Date: _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

**OSBD Schedule 3(A)*
PROFESSIONAL SERVICES ACTIVITY REPORT**

Date: _____
Project Name: _____
Project No.: _____ BCC Resolution No.: _____
Original Contract Amt.: \$ _____ Amended Contract Amt.: \$ _____
CSA Project Name: _____
CSA Project No.: _____ CSA Project Amt.: \$ _____
CSA BCC Resolution No. (If applicable): _____ CSA Payment Application No.: _____

Prime Consultant: _____ Contact Person: _____
Project Name: _____
Phone # _____ Email: _____
Amount Paid to Date: _____
Total Percentage of work performed to date by Prime: _____

SUB-CONSULTANTS

1. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____
2. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____
3. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____
4. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____
5. Firm Name: _____
Contract Amount: \$ _____ Start Date: _____
Amount Paid to Date: _____ % Completed: _____

I hereby certify that the above is accurate to the best of my knowledge.

Signature

Title

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025

OSBD SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION*

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. **All named Subcontractors/ subconsultants tiers on this form must also complete and submit a separate Schedule 4 after receipt of payment.**

Project Name _____ Project No. _____

Dept. _____ Task/Work/Delivery/Purchase Order No. _____

Prime Contractor _____ Vendor Code _____

Invoice No. (Paid by County) _____ Date Paid ____/____/____

Subcontractor _____ Vendor Code _____

Payment \$ _____ Subcontractor Invoice No. _____ Date Paid ____/____/____ (Final)

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

By: _____
 (Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____
 day of _____, _____ (year), by _____ (name of person acknowledging).

 Notary Public, State of Florida

 Print, Type or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification Type of Identification _____

*Revised 6.5.2025 pursuant to Emergency Ordinance 2025-014, approved on June 3, 2025. Rev. 11.10.2025

APPENDIX D
CERTIFICATION OF BUSINESS LOCATION
RFP NO. 26-048/CB

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) proposers having a permanent place of business in Palm Beach County ("County"); or (2) proposers having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, proposers must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the proposer to provide the goods/services to be purchased, and will be used to verify that the proposer had a permanent place of business prior to the issuance of the solicitation. The proposer must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the proposer to not receive a local preference.

In instances where the proposer is exempt by law from the requirement of obtaining a Business Tax Receipt, the proposer must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the proposer had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said proposer for additional information related to this requirement after the proposal due date.

I. Proposer is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County
 _____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades
 _____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of proposer's County Business Tax Receipt verifies proposer's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
 (Name of Individual)

_____, of _____
 (Title/Position) (Firm Name of Proposer)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the proposer.

 (Signature)

 (Date)

APPENDIX E
DRUG-FREE WORKPLACE CERTIFICATION
RFP NO. 26-048/CB

IDENTICAL TIE PROPOSALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie proposals are received from vendors who have not submitted with their proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's Procurement procedures pertaining to tie proposals.

This Drug-Free Workplace Certification form must be executed and returned with the attached proposal, and received on or before time of proposal submission to be considered. The failure to execute and/or return this certification shall not cause any proposal to be deemed non-responsive.

Whenever two (2) or more proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) 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) 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) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (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, Florida Statutes, 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) 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

(Signature)

(Date)

APPENDIX F
DISCLOSURE OF OWNERSHIP INTERESTS
RFP NO. 26-048/CB

TO: **PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:
 an individual **or**
 the _____ of _____.
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: _____

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public
(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

